

Next Ord: 1742-12  
Next Res: 862-12

VISION STATEMENT

SEDRO-WOOLLEY IS A FRIENDLY CITY THAT IS CHARACTERIZED BY CITY GOVERNMENT AND CITIZENS WORKING TOGETHER TO ACHIEVE A PROSPEROUS, VIBRANT AND SAFE COMMUNITY

MISSION STATEMENT

TO PROVIDE SERVICES AND OPPORTUNITIES WHICH CREATE A COMMUNITY WHERE PEOPLE CHOOSE TO LIVE, WORK AND PLAY

**CITY COUNCIL WORKSESSION**

**AGENDA**

**June 6, 2012**

**7:00 PM**

**Sedro-Woolley Municipal Building**

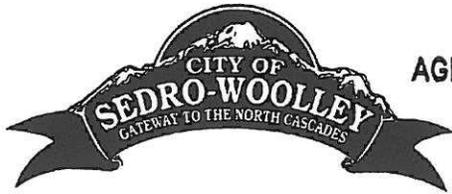
**Public Safety Training Room**

**325 Metcalf Street**

1. Follow up on Council Retreat:
  - A. Cemetery Privatization/RFP
  - B. Library User Fees/Out of City Fees
  
2. Council Roundtable Discussion

CITY COUNCIL  
WORKSESSION

JUN 06 2012



AGENDA ITEM 1A+B

CITY OF SEDRO-WOOLLEY  
Sedro-Woolley Municipal Building  
325 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone (360) 855-9922  
Fax (360) 855-9923

Eron M. Berg  
City Supervisor & Attorney

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MEMO TO: City Council  
FROM: Eron Berg  
RE: Follow up from Council Retreat  
DATE: June 6, 2012

ISSUE: The Council discussed a number of issues at the retreat last month and agreed to follow up with those issues at worksessions. The following items are presented for follow up:

1. Library user fees/fees for out of city use.
2. Cemetery privatization/RFP.

BACKGROUND:

Library. The Council was interested in finding ways to maintain the library, while also acknowledging the reduction in available general government dollars. A citizens committee is currently working on posing the question of a rural partial library district that would be co-terminus with the Sedro-Woolley School District to the voters this November. The Council also asked two questions: 1. Could the out of city library card fee be raised to be more similar to surrounding libraries? And, 2. Could the library charge a user fee (e.g., \$1.00 per item checked out)?

I asked Debra to request the library board's consideration of an increase in the out of city library card and she indicated that she would. I will report back after they have their discussion. On the issue of user fees, it turns out that we are prohibited by state law from charging user fees for core library services. Attached is AGO No. 31 from 1992 for your information.

Cemetery. I searched for examples from other communities who recently faced similar situations regarding cemeteries. Attached for your information and to inspire further conversation are three documents: 1. Frank Antonucci's article on privatization, 2. The City of Enumclaw's management agreement for their cemetery, and 3. The City of Sultan's council packet docket with their RFP and recommendations.

Our local funeral home is not an option at this time as state law prohibits the contracting with business that is owned by a member of the council. Therefore, any RFP would likely be answered by an out of area operator. Finally, I am hoping that we can have some conversation

regarding cemetery fees at this worksession; Councilmember Lemley has always been a great source of comparable information for us.

RECOMMENDATION: Please provide any desired direction for additional staff work/follow up.

### **LIBRARY--FEES--Ability of a Library to Charge for Library Services**

1. RCW 27.12.010(3) defines library as a free public library supported in whole or in part with money derived from taxation. RCW 27.12.270 provides that a library shall be free for the use of the inhabitants of the governmental unit in which it is located.
2. With certain specific statutory exceptions a library cannot charge residents a fee for library services. However, the library can charge a fee to nonresidents. The library can also charge for nonlibrary services that are provided at the library as a convenience for the public.

Shai  
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\* \* \* \* \*

December 30, 1992

The Honorable Dick Nelson  
State Representative, District 32  
307 John L. O'Brien Building  
Post Office Box 40664  
Olympia, WA 98504-0664  
No. 31

Cite as: AGO 1992

Dear Representative Nelson:

By letter previously acknowledged you requested the opinion of this office on the following paraphrased question:

May public libraries operated by a city, town, or library district impose fees on residents for the use of various services or facilities provided by the library?

We answer your question in the qualified negative as set forth in the analysis below.

#### **ANALYSIS**

##### **A. General Authority Regarding the Charging of Fees by Public Libraries**

RCW 27.12.025 provides that "[a]ny governmental unit has power to establish and maintain a library, either by itself or in cooperation with one or more other governmental units." RCW 27.12.010(1) defines "governmental unit" to include "any county, city, town, rural county library district, intercounty rural library district, or island library district". RCW 27.12.010(3) in turn defines "library" as "a free public library supported in whole or in part with money derived from taxation". (Emphasis added.)

Thus, regardless of how a public library is established, it is to be essentially a free public library. There are but a few specific exceptions to this principle. RCW 27.12.270 provides:

Every library established or maintained under this act[1] shall be free for the use of the inhabitants of the governmental unit in which it is located, subject to

such reasonable rules and regulations as the trustees find necessary to assure the greatest benefit to the greatest number, except that the trustees may charge a reasonable fee for the use of certain duplicate copies of popular books.

The exception allowing libraries to "charge a reasonable fee for the use of popular books" was inserted by the Legislature following an opinion of this office which held that absent such authority, residents could not be charged for the use of books. See Ops. Att'y. Gen. (August 2, 1932); Laws of 1935, ch. 119, § 13, p. 343 (amending Laws of 1909, ch. 116, § 9, p. 399).

RCW 27.12.305 gives libraries the authority to sell certain materials, but it contains a strict limiting provision:

Any public library . . . shall have the authority to provide for the sale of library materials developed by the library staff for its use but which are of value to others such as book catalogs, books published by the library, indexes, films, slides, book lists, and similar materials.

....

Nothing in this section shall be construed to authorize any library to charge any resident for a library service[.]

(Emphasis added.)

RCW 27.12.210(1)-(10) sets forth the powers and duties of library trustees. Although this statute gives the trustees the authority to fix the library budget, control the library finances, accept gifts, lease and purchase land, and purchase books and supplies, nothing in this statute grants the trustees any specific authority to impose fees or charges on residents for services. We note that subsection (10) contains a general grant of power to "[d]o all other acts necessary for the orderly and efficient management and control of the library". However, such general grants must be construed as conferring additional powers only to the extent that they are consistent with the particular powers granted and are not otherwise limited by statute. AGO 1978 No. 5, at 6, citing Century Brewing Co. v. Seattle, 177 Wash. 579, 585, 32 P.2d 1009 (1934). Given that the Legislature has expressly denominated a public library as a "free public library", and has carefully limited the circumstances in which charges may be made, it would be inconsistent to read the above general language as granting broad authority to impose fees for library services on residents using such services.[2]

The Legislature has provided specific sources of income for public libraries. A library is defined as being "supported in whole or in part with money derived from taxation". RCW 27.12.010(3). In addition to the power of taxation vested in cities and counties, the Legislature has expressly granted this power to all library districts. RCW 27.12.050, .150, .420. The Legislature has also granted library districts the power to contract indebtedness, issue general obligation bonds, and make excess tax levies to finance their operations. RCW 27.12.222. The grant of authority does not include the authority to impose fees on residents for library services.

Where the Legislature has intended to authorize the imposition of fees for library services, it has done so directly. Your opinion request makes reference to the Western Library Network established by chapter 27.26 RCW. This network and its method of funding is quite different from that established for public libraries. The Western Library Network was developed by the State of Washington and includes

computer systems, telecommunications systems, interlibrary systems, and reference and referral systems. RCW 27.26.020. The Legislature specifically provided that:

The state library commission shall develop a schedule of user fees for users of the western library network computer system and a schedule of charges for the network's products and licenses for the purpose of distributing and apportioning to such users, buyers, and licensees the full cost of operation and continued development of data processing and data communication services related to the network.

RCW 27.26.040 (emphasis added).

Thus, the Legislature clearly intended that the network be reimbursed for its costs connected with the system. It furthermore expressly provided that the network be authorized to charge user fees to "users" of the system. Such "users" include those libraries which choose to participate in and make use of the system. See RCW 27.26.010(2). The Legislature did not, however, authorize the participating public libraries to charge residents for the use of library services provided by the system, or to pass on to residents, in the form of additional fees, charges imposed by the network or its successor organization<sup>[3]</sup> on libraries.<sup>[4]</sup>

#### B. Fees for Specific Services

With the above general principles in mind, we now turn to the particular types of services referred to in your opinion request. Specifically, you have asked whether a fee may be charged to residents for (a) the use of public telephones, photocopying machines, and "fax" (facsimile) machines; (b) postage fees for sending library materials to residents and returning the materials to the library; (c) "on line" searching on remote databases; (d) having librarians provide research and reference services; and (e) using services provided by the Western Library Network or its successor organization.

Whether fees may be charged in any particular case depends on whether the service in question may properly be characterized as a library service. While RCW 27.12.270 states generally that libraries shall be "free for the use of the inhabitants of the governmental unit in which it is located", other statutes refer more specifically to the provision of free "library service" by the public libraries. See RCW 27.12.090, .305. The term "library service" is not defined in the statutes. We therefore give the term its ordinary meaning. *Davis v. Department of Employment Sec.*, 108 Wn.2d 272, 277, 737 P.2d 1262 (1987). We interpret it to mean a service associated with the public library--that is, one which the public library was established to provide, as opposed to one which may be available merely as a convenience or one which may be equally provided by institutions other than the library.

We conclude that fees may be charged for the use of public telephones, photocopying machines and "fax" machines. These are not "library services" but rather simply services provided as a convenience that are equally available elsewhere. Likewise, postage fees for mailing library materials to and from residents are incurred in providing a convenience to those residents who choose not to obtain such materials from the library in person. We believe the general authority of the library trustees to enact "reasonable rules and regulations" provides sufficient authority to impose a reasonable fee for such conveniences, and that this does not conflict with the general directive to provide free library service.

However, we conclude that a public library may not impose fees on residents for "on line" searching on remote databases, for research and reference services provided by librarians, or for services provided by the Western Library Network or its successor organization. These are quintessential library services--they are uniquely associated with the library and fall within the ambit of services which a library must provide free to residents, in light of the absence of statutory authority granting libraries the power to impose fees.

Finally, we emphasize that fees for library services may not be imposed on residents of a library district, or of a city, town, or county providing a public library. This does not mean that such a prohibition applies to nonresidents. A library may choose to furnish library services to nonresidents by contracting with other governmental entities pursuant to RCW 27.12.180. In the alternative, we believe a library may charge a reasonable fee to nonresidents for library services. Indeed, this authority is implicit in RCW 27.12.270, which states that a library "shall be free for the use of the inhabitants of the governmental unit in which it is located", and RCW 27.12.020(3), which defines a public library as one "supported in whole or in part with money derived from taxation". (Emphasis added.) See also RCW 27.12.280 (a library has express authority to allow nonresidents to use library books "under such rules and regulations as [the board of trustees] may deem necessary and upon such terms and conditions as may be agreed upon"); Clarkston v. Asotin Cy. Rural Library Bd., 18 Wn. App. 869, 573 P.2d 382 (1977) (a library district may limit the right to check out library books to residents of the district, since they support the library with their taxes while nonresidents do not).

We trust the foregoing will be of assistance to you.

Very truly yours,

KENNETH O. EIKENBERRY  
Attorney General

GREGORY J. TRAUTMAN  
Assistant Attorney General

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[1]In your opinion request, you question whether RCW 27.12.270 applies only to city, town, or county libraries, since this particular statute was enacted in 1935, prior to the Legislature's authorization to establish various types of library districts. See Laws of 1941, ch. 65, § 4, p. 159 (authorizing rural county library districts); Laws of 1947, ch. 75, § 1, p. 172 (authorizing intercounty rural library districts); Laws of 1982, ch. 123 (authorizing island library districts).

We believe the basic requirement of a "free public library" applies equally to all public libraries, however established. The statutory definition of "library" cited above specifically includes this term, and RCW 27.12.090 additionally provides, regarding library districts:

Intercounty rural library districts may be established to provide throughout the several counties free public library service similar to that provided within a single county by a rural county library district.

(Emphasis added.) There is no indication in the statutes, nor any apparent policy reason, to support the contention that library districts are not generally required to provide free public libraries.

[2] For the same reason, we conclude that the language of RCW 27.12.270, granting trustees the authority to enact "such reasonable rules and regulations as the trustees find necessary to assure the greatest benefit to the greatest number", likewise does not confer broad authority to impose charges for library services on residents of the governmental unit. To so interpret the statute would defeat the very intent of the preceding statutory language making the library "free for the use of the inhabitants of the governmental unit in which it is located".

[3] The Legislature in 1989 permitted the State Library Commission to transfer the functions of the Western Library Network to a successor organization. Laws of 1989, ch. 96 (codified at RCW 27.26.070-.090).

[4] RCW 27.26.020 states that "nothing in this chapter shall abrogate the authority of a participating library, institution, or organization to establish its own policies for collection development and use of its library resources". For the reasons previously stated in this opinion, we do not believe this general reservation of power can be construed as granting public libraries the authority to impose charges on residents for library services in light of the directive that a library be "free for the use of the inhabitants of the governmental unit in which it is located", with limited express exceptions. RCW 27.12.270. See AGO 1978 No. 5, at 6.



F 8.1000d

# Privatization: Lessons Learned From State and Local Government

By FRANK ANTONUCCI, M.A.  
Illinois Institute for Rural Affairs, Western Illinois University

State and local governments across the country have faced some significant fiscal challenges over the past 15 years. Unfunded Federal mandates and limits on property taxes combined with increasing demands for service and opposition to tax increases have created many fiscal challenges for State and local governments. Federal dollars in the form of grants have been almost eliminated for general purpose expenditures. Some State and local public managers have turned to privatization efforts in response to increasing fiscal management challenges. (Hefetz and Warner 2004) Strong and effective leadership is required to implement appropriate privatization efforts. (Mihm 1998)

Privatization is a general term to describe management techniques that seek to increase efficiency and reduce costs by shifting the functions and responsibility towards the private business sector. The term privatization can signify broad and far reaching programs to reduce the role of government or more narrowly focus on more efficient private sector techniques designed to reduce costs. Complete privatization, private contracting, reverse privatization and managed competition are all techniques that have been used by State and local government to cut costs and improve efficiency.

This article examines several different forms of privatization and compares them with the lessons learned from a Government Accountability Office (GAO) report on State and local government privatization efforts.

Complete privatization involves a public policy decision to no longer offer a service with the complete sale of public assets to the private sector. The public agency transfers responsibility and assets to one or several businesses providers that provide the goods and or services based on free market principles. In a monopoly situation, costs can sometimes be higher due to the lack of competition since providers have no incentive to provide the lowest price.

An example of complete privatization is the sale of the Fairbanks, Alaska Municipal Utility System (FMUS) to a four-company consortium. (Brooks 2004) FMUS provides electric, steam heat, telephone, water and sewer services. The sale of FMUS amounted to a profit of 100 million dollars and included regulations that limited utility rates for a specific period of time. Employment was offered to some former public employees. In the case of privatization, the government is not responsible for the operation of the facility but still retains the authority to regulate the industry based on health, safety and other concerns based on the public good.

Examples of complete privatization are rare due to legal barriers encountered when attempting to transfer property from a public agency to a private business. State government is required to reimburse the Federal

government for any grant monies that were spent on infrastructure improvements upon transfer of a public property to a private firm. The amount of required reimbursement has been reduced over the past few decades. There are fewer case studies of complete privatization in the United States than other forms of privatization.

## LEGISLATIVE CHANGES

One lesson illustrated in the Alaska example is the need for legislative changes to facilitate privatization efforts. According to the GAO study, legislative changes are required to signal the seriousness of the privatization efforts to change current practices. For example, Virginia created an independent council to promote privatization and cut the public workforce by 15 percent over a period of three years. Georgia passed legislation that made it easier for the state to hire and fire employees. Agency budgets were reduced and managers were required to perform the same functions with less money using privatization techniques. The mayor of Indianapolis won union support for competitive privatization efforts by eliminating selected middle management staff. This staff cutback was interpreted by the remaining managers as a serious step towards privatization.

Contracting is the situation when local government pays a private firm to produce goods or provide services. In some cases, private firms are able to provide a service more effectively. Also private firms might have more incentives to maximize the use of a facility than public entities in the form of more profits. Private firms who are not constrained by the political boundaries of government service providers are sometimes able to exploit greater efficiencies using various economies of scale strategies. (Mihm 1998)

The firm Waste Management (WM) in Florida was able to form an aggregate market for its services by signing contracts with several neighboring towns creating garbage routes that exploit economies of scale. WM was serving

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five nearby communities and so they proposed a contract with Holly Hill. (Hyres 2000) WM was able to add Holly Hill to its current area route at a low cost. The local government of Holly Hill was facing serious fiscal problems due to declining property values and citizen demands for new services to meet social problems. After a period of negotiation, Holly Hill and Waste Management decided to sign a long-term contract. The community was able to build a new community center for at risk youth with the money that was earned from the sale of the public garbage trucks. Holly Hill received an award for innovation from the U.S Conference of Mayors.

#### WORKFORCE TRANSITION STRATEGIES

The Holly Hill case study provides an example of the importance placed on workforce transition strategies in private contracting situations. Employees must be engaged in the privatization process and provided with assurances to labor concerns. In the example of Holly Hill, all of the effected public employees were hired to work for the private firm and provided with competitive compensation and benefits. The private firm discovered that the former public employees were well qualified for their new positions in the private sector. In the Holly Hill case, privatization was successful but in other cases, privatization has failed to achieve its goals. (Beecher 1998)

Reverse privatization is a general term to describe efforts by local governments to increase their own responsibilities in providing public goods and services. In some cases, local governments are dissatisfied with the effectiveness of products and services provided to them by private firms. They decide to cancel the contract and provide the goods and services themselves because they realize that they can achieve the same goals more effectively. Public employee unions in the next case study and in other instances have promoted reserve privatization as a way to preserve and expand municipal jobs. (O'Connell 2005)

Reverse privatization has succeeded in several places including rural Alabama. Fuel costs, insurance and workers compensation costs with private firms became too expensive for Colbert County, Alabama after 30 years of privatization. The American Federation of State, County and Municipal Employees (AFSCME) developed a new plan to increase recycling participation, cut costs and increase cost efficiency. New rolling blue carts were provided to all households and recyclables were not required to be separated, increasing participation from seventeen percent of the households to forty six percent of the households. The AFSCME considered the reverse privatization process to be a great success. They were able to increase recycling participation and increase public employment.

<ul style="list-style-type: none"> <li>■ Sewer Cleaning</li> <li>■ Sewer TV Inspection</li> <li>■ Manhole Rehabilitation</li> <li>■ Sewer System Studies</li> <li>■ Catch Basin Cleaning</li> <li>■ Wet/Dry Vacuuming</li> </ul> <p><b>All Work Guaranteed!</b></p>	<p><b>NATIONAL POWER RODDING CORP.</b></p> <p><i>The Environmental Protection Specialists</i> 2500 W. Arthington St. • Chicago, IL 60612</p> <p><b>1-800-621-4342</b></p> <p><small>A Carylton Company</small></p>	
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#### RELIABLE AND COMPLETE COST INFORMATION

The reverse privatization case studies enforce the need for reliable and complete cost data information as an important tool in contract monitoring and program evaluation. The decision to reverse privatization efforts that are not cost efficient must be based on reliable and complete cost information in order to gauge operational effectiveness. Standard accounting practices fail to capture all of the costs associated with providing a public service or product. ABC (Activity Based Costing) has been used in Indianapolis as an effective method for determining the full cost of privatization. (Mihm 1998) In some cases, private firms and public entities compete for government contracts in an effort to provide quality goods and services.

Through Managed Competition, private firms are allowed to compete with local governments to provide services or produce goods. In some cases, both government and private sector providers compete in the open market place for customers. In other examples, competition between local government providers and private business centers around a contract bidding process since open competition in a free market setting is not practical. The municipality awards the contract to either a private firm or a public entity based on the effectiveness and quality of service concerns. Several possible arrangements with both private and public agencies provides more options for public managers.

For example, city officials in Lubbock, Texas have adopted a slow and steady approach towards privatization by only allowing a private firm to handle one third of the waste services over a period of five years. (O'Connell 2005) The City of Lubbock continues to maintain a mixed system of private contracts and public municipal service as a hedge against the possibility that private firms might not provide adequate services.

After the contract was completed, the contractor attempted to renegotiate a higher cost but was outbid by several other private firms and the public municipal department. The municipal services were half of the cost of the original private contractor. The City of Lubbock plans to continue the practice of maintaining a mixed system of private contract providers and public services in an effort to increase competition and lower costs.

#### ENHANCED MONITORING AND OVERSIGHT

The Lubbock example demonstrates the active role of government that is required in privatization efforts including enhanced contract monitoring and oversight. Public agencies have sometimes realized that privatization efforts are not always cost effective or lead to quality goods and services. Enhanced monitoring and oversight requires reliable and complete cost information. Reverse privatization and managed competition are two options for failed contracting efforts. For example, some water utilities are not viable for market based solutions due to the small size. Contractors are sometimes unable to take advantage of economies of scale in small markets so services need to be provided by the government in response to public health and sanitation concerns. (Beecher 1998)

#### CONCLUSION

Strong leadership is required to implement the many forms of privatization efforts. In some cases, market based

solutions in the form of various privatization efforts have failed to provide the promised results. In other examples, privatization has been successful. The political challenges of creating and sustaining effective privatization efforts can be great. Political leaders need to be able to communicate and explain the role of privatization efforts in State and local government to gain public support. Leading change for the public good can be a difficult job.

In many of the GAO study examples, the chief executive officer was the key political leader to initiate and sustain privatization efforts. Privatization efforts in Georgia, Massachusetts, Michigan, New York and Indianapolis were all led by strong executive leaders. In Virginia, the legislature and governor collaborated to initiate a new privatization effort. The political challenges reported in the GAO study of the various places where privatization efforts were initiated varied greatly.

Forceful leadership for change is required along with some managerial flexibility in response to various implementation challenges. Some leaders have encountered barriers during the implementation process that required some adjustment in their strategy. For example, the mayor of Indianapolis decided to modify his privatization efforts to include public sector agencies in the contract competition to win union support. Strong leaders are able to respond to challenges in the public sector with flexibility when implementing privatization efforts. In other words, government leaders need to think differently about privatization efforts in response to the many challenges of the public sector. ■

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## EVERGREEN MEMORIAL CEMETERY MANAGEMENT AGREEMENT

**THIS AGREEMENT** made this 1<sup>st</sup> day of January 1, 2010 by and between the City of Enumclaw, a municipal corporation, organized under Title 35A RCW, Optional Municipal Code, hereinafter referred to as "City"; and Weeks' Funeral Homes Inc.; and Russell Weeks and "Jane Doe" Weeks, husband and wife, individually and their marital communities, hereinafter referred to as "Operator."

**WHEREAS**, the City operates a municipal cemetery consisting of 27 acres, structures and improvements commonly known as the Evergreen Memorial Cemetery herein referred to as the Cemetery, located at 23717 SE 416<sup>th</sup> Street, and

**WHEREAS**, the City desires to operate the Cemetery through an agreement to a private operator as being the most efficient and effective means of continued services at the Cemetery, and

**WHEREAS**, the City desires to ensure that the landscape and grounds maintenance continue at the current level of presentation, and

**WHEREAS**, the City has coordinated funeral services for many years with Weeks Funeral Homes and desires to enhance that partnership, and

**WHEREAS**, through negotiations the City and Weeks' Funeral Homes has reached an acceptable agreement as set forth herein, and

**WHEREAS**, the Operator desires to operate the Cemetery and operate it in a professional and fiscally responsible manner to carry out the objectives as set forth herein.

**NOW, THEREFORE**, based upon mutual covenants to be derived the parties agree as follows:

1. **Premises:** The City does hereby transfer the management of the Cemetery to the Operator with all the benefits and obligations as described in Facility Care Standards, Exhibit A, attached hereto and incorporated by reference as if set out in full, commonly known as the Cemetery located adjacent to the City of Enumclaw in unincorporated King County, Washington. The Operator shall have the exclusive right to operate the premises for the term of the agreement, under the supervision of the Cemetery Board per Enumclaw Municipal Code, Chapter 2.70

2. **Term:** The term of this agreement shall be for five (5) years commencing the 1<sup>st</sup> day of January 1, 2010 and ending the 31<sup>st</sup> day of December, 2014. The Operator shall have the option to renew for additional five (5) year periods, provided all the terms and conditions of this agreement have been met, and further provided that

there is mutual agreement for the exercise of the option by Operator and the City. Either Operator or the City may elect to not renew at their sole option without the necessity of any cause given. In the event the parties elect to exercise the option for an additional five (5) years they may, by mutual agreement, change the terms and conditions of the lease agreement, including the length of the renewal period.

Either party may elect at any time to terminate this agreement with ninety (90) days written notice with or without cause.

3. **Rent, Revenues and Fees:** By mutual agreement, there shall be no rental fee for the operation of the cemetery. However, the Operator, as consideration, shall be required to make contributions to the Cemetery endowment fund as described in this agreement and as additional consideration shall maintain the cemetery as set forth herein

3.1 The Cemetery Endowment Fund is a fund within the City's budget created to preserve and enhance the fixed assets within the cemetery. These funds shall be available for use to create mausoleums, niches, fences, walkways, roads, buildings, and other capital assets necessary to operation of the Cemetery. The City shall make funds available for improvements on a case by case basis at the request of the Operator.

3.2 Each year, the City and the Operator shall meet and outline a near term and long term plan for capital requirements. This Capital Improvement Plan must be approved by the City Council as part of the City's overall annual budget.

3.3 The Operator shall also remit 10% of all plot and mausoleum sales to be held in the City's Cemetery Endowment funds as described by the City's Municipal Code 2.70.010. The interest derived from the Cemetery Endowment Fund is available for capital improvements to the Cemetery and Lot Buy-back occurrences.

3.4 Contributions for the first two (2) years of this agreement shall be waived to allow the Operator sufficient start-up operating capital to successfully operate the Cemetery and care for the assets within as prescribed in the Facility Care Standards section of this agreement.

3.5 The Operator further agrees to pay, as an independent contractor, all fees and expenses owing to any and all governmental units and other claimants for the operation of Operator's business. Operator agrees to indemnify the City, from any and all claims of any governmental unit for any expense for the operation of the business and incurred as a result of Operator's expenses related to employees. Such indemnification and hold harmless will also include any attorney fees and costs incurred by City in defending any such claim or asserting its right under the indemnity and hold harmless.

4. **Accounting:** The Operator shall submit an annual accounting report (balance sheet) by the end of January for the preceding year. Accounting reports shall be submitted in a timely manner and in a format agreed to by the Finance Director of the City. Reports shall include all Cemetery revenues and expenditures to ascertain the financial stability of all Cemetery operations and record contributions to the Cemetery Endowment Fund. Operator warrants that all accounting provided is accurate and truly reflects the actual operation of the business under general accounting practices.

4.1 Operator shall provide City, the Cemetery's annual revenue and expenditure financial statements within ninety (90) ninety days following the end of each calendar year.

4.2 The City, its agents, officials, employees or state auditor's office may conduct a spot audit at any time to verify financial information of Cemetery operations. Operator and Operator's accountant shall fully cooperate in providing such information.

5. **Capital Improvements:** Capital improvements shall mean any improvements, replacements or modifications to the buildings, grounds, or other improvements which are of a capital nature and which do not constitute routine repair and maintenance operations including, but not limited to, those maintenance items specifically described in the body of this agreement, and which are made for the purpose of creating a long term beneficial impact on the quality and success of the Evergreen Memorial Cemetery.

5.1 The decision on the capital improvements to be undertaken are at the sole discretion of the City, and will be determined on an annual basis dependent on available funds.

6. **Late Payments:** Among other remedies, including cancellation of the agreement, the Operator will be required to pay a late penalty fee of \$100.00 per day for each day after, 90 days past-due. Repeated late payments may result in termination of this agreement.

7. **Security For Performance:** Operator shall deposit \$5,000 upon execution of this agreement into a mutually agreed upon escrow account to guarantee performance under this agreement. The City may at its sole discretion release any or all of the escrowed dollars to the Operator at any time during the term of this agreement.

8. **Fees for Services and Lot Sales:** The Operator shall be permitted to set rates for fees and charges for a variety of funeral services and products.

8.1 The City shall retain authority to set fees for Lot sales at the Cemetery. The Operator shall have the ability to adjust fees for services and merchandise other than Lot sales as necessary to operate the Cemetery in an efficient and effective

manner. The Operator shall notify the City 90 days prior to any fee adjustments to allow for comments. The Operator shall allow customers the ability to seek competitive pricing for goods sold.

8.2 Pre-need sales are sales for services and products prior to actual interment needs. Generally pre-need sales are discounted to the consumer to provide an incentive for purchase. Pre-need sales create a liability to future Operators and the City and therefore a portion of the sale shall be retained in escrow to offset the future liability.

All pre-need sales shall be distributed as follows:

- 50% Retained in Escrow until interment
- 50% Revenue to Operator

8.3 The City allows that any lot sold can be returned or sold back also known as a "Lot Buy-back" to the City at the original cost of the lot, less 20% by the original owner of record. This obligation will be reduced from the Cemetery Endowment fund at the time of any eligible occurrence.

9. **Repairs And Maintenance:** The premises shall be maintained by the Operator to include the landscaping, grounds and general presentation of the premises as described in the Facility Care Standards, Exhibit A.

9.1 The City agrees to repair roofs, exterior walls and foundations, if necessary, to maintain the premises in as good a condition as they are now in, reasonable use, wear and tear and damage by fire and other casualty excepted. All other repairs and improvements shall be the responsibility of Operator to maintain the premises.

10. **Utilities:** Operator agrees to pay all charges for electricity, heat, sewer, garbage, storm and all other utilities and services to the premises; and all license fees and other governmental charges.

11. **Liens and Insolvency:** Operator shall keep the premises free from any liens or claims of any kind arising out of any work performed for, materials furnished to, or obligations incurred by Operator and shall hold City harmless against the same. In the event Operator becomes insolvent, bankrupt, or if a receiver, assignee or other liquidating officer is appointed and not dismissed within thirty (30) days for the business of Operator, City may cancel this agreement at its sole option. In addition, City reserves the right, upon its review of the Cemetery's financial statements that, in City's opinion, there is a possibility of insolvency, being the possibility that the Operator cannot pay current accounts payable, and in such case, City may terminate this agreement, at its option.

12. **Subletting or Assignment:** Operator shall not sublet the whole or any part of the premises, nor assign the agreement without written consent of City.

13. **Access:** City, its agents, employees or officers, shall have the right, at any time, to enter the premises for the purposes of inspection or making repairs, additions or alterations, including, but not limited to, inspections of Operator's equipment, Operator's inventory, and the Cemetery's financial statements.

14. **Possession:** City shall deliver the possession of the premises to Operator at the commencement of the term of this agreement. Operator shall return the premises in the same or better condition upon termination or end of agreement.

15. **Operations:** The Operator shall establish and maintain regular office hours at Cemetery of not less than Twenty (20) hours per week, phone access, and customer services sufficient to successfully operate the Cemetery. Public access to the Cemetery shall be available to the public during all daylight hours. The open gate hours shall be 8:00am to 4:00pm every day of the week.

16. The Operator shall provide security and supervision of the Premises to protect all property from theft and vandalism. This may include video surveillance, security gates, locks, etc. The City must approve all such improvements and shall be provided keys and access to secured areas.

17. **Alterations:** After prior written consent of the City, Operator may make alterations, additions and improvements in said premises, at its sole cost and expense. In the performance of such work, Operator agrees to comply with all laws, ordinances, rules and regulations of any governmental authority, and to hold City harmless from damage, loss or expense. Upon termination of this agreement and upon The City's consent, or City's approval, Operator shall remove such improvements and restore the premises to its original condition at option of City, not later than the termination date, at Operator's sole cost and expense. Any improvements not so removed, if the City elects that they remain, shall remain in and be surrendered with the premises as a part thereof. Trade fixtures may be removed at Operator's expense provided that Operator shall pay for any damage caused by such removal.

18. **Taxes:** Operator agrees to pay any and all taxes applicable to the operation of the premises.

19. **Default and Re-Entry:** If Operator shall fail to keep and perform any of the covenants and agreements contained herein including, but not limited to, the payment of rent, failure to provide financial information, failure to maintain the premises in accordance with standards set forth herein, and such failure continues for thirty (30) days after written notice from City, City may terminate this agreement and re-enter the premises, or The City may, without terminating this agreement, re-enter said premises, and sublet the whole or any part thereof for the account of the Operator upon as favorable terms and conditions as the market will allow for the balance of the term of the agreement and Operator covenants and agrees to pay to the City any deficiency arising from the re-letting of the

premises. Operator shall pay such deficiency each month as the amount thereof is ascertained by the City.

20. **Equipment:** The Operator shall provide for all equipment necessary to operate the Cemetery. Certain equipment owned by the City may be made available to the Operator for use where the use does not impact other planned use by the City at the full discursion of the City.

21. **Costs and Attorney Fees:** If by reason of any default on the part of the Operator it becomes necessary for the City to employ an attorney or in case City shall bring suit to recover any rent due hereunder, or for breach of any provision of this agreement or to recover possession of the premises, or if Operator shall bring any action for any relief against City, declaratory or otherwise, arising out of this agreement and in such event, the prevailing party shall be awarded its reasonable attorney fees, costs and expenses, including, but not limited to, accounting expenses.

22. **No Waiver:** Any waiver by either party of any breach thereof by the other shall not be considered a waiver of any future similar breach. This agreement contains all the agreements between the parties; there shall be no modification of the agreement contained herein except by written instrument.

23. **Surrender of Premises:** Operator agrees, upon termination of this agreement, to peacefully quit and surrender the premises and leave the premises in a neat, clean and maintained condition, and to deliver all keys to the premises to the City.

24. **Hold Over:** If Operator, with the implied or expressed consent of City, shall hold over after the expiration of the term of this agreement, Operator shall remain bound by all the covenants and agreements herein, except that the tenancy shall be from month to month.

25. **Heirs, Successors and Assigns:** This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Operator, only upon the consent of City, as specified above.

26. **Notices:** Any notice required to be given by either party to the other, shall be deposited in the United States mail, postage paid, addressed to

City:

Larry Fetter  
1339 Griffin Ave,  
Enumclaw, Wa. 98022

Operator:

Russell Weeks  
1810 Wells Street,  
Enumclaw, Wa. 98022

Evergreen Memorial Cemetery Management Agreement – Page 6

27. **Jurisdiction:** This agreement shall be interpreted under the laws of the State of Washington and jurisdiction shall lie in King County Superior Court, Regional Justice Center.

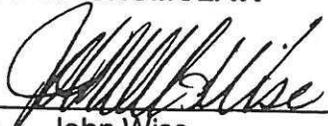
28. **Insurance:** The City shall maintain, at the City's expense, a policy of standard fire insurance with extended coverage in the full amount of its replacement value. All proceeds of such insurance shall be payable to the City and shall be applied to restoration of the Premises and the building in which the Premises are located. Any proceeds of such insurance remaining after restoration shall be the property of the City.

28.1. Operator shall maintain, at Operator's expense, a policy of insurance against claims for bodily injury, death and property damage occurring on, in, or about the premises. Such insurance shall have liability limits of not less than \$1,000,000 per claim or occurrence for bodily injury or death, and \$500,000 for property damage. This coverage shall name the City as additionally insured. Operator shall further maintain, at Operator's expense, a policy of standard fire insurance with extended coverage in the full replacement amount of Operator's personal property kept or maintained in the Premises. Prior to taking possession of the Premises, Operator shall furnish the City with a certificate evidencing such coverages. Such coverages shall not be canceled without at least twenty days prior notice to the City.

28.2 Operator shall not permit any lien to be filed against the Premises by reason of any work, labor, services, or materials performed for or supplied to Operator. If any such lien is filed against the Premises or the building in which the Premises are located, Operator shall cause the same to be discharged of record within thirty days after receipt of actual notice of same.

28.3 Operator agrees that the City shall not be liable for any claims or death or injury to persons, or damage or destruction to property, sustained by Operator or any other invitee or licensee of Operator on or in the Premises; provided, however, that such claims are not caused by the sole negligence or fault of the City including, but not limited to, negligent maintenance of the building in which the Premises are located and the related common areas. In the event that any claim arises from the concurrent negligence or fault of Operator and the City, each party shall be liable in the same proportion as their fault.

**CITY:  
CITY OF ENUMCLAW**

  
By: John Wise  
Its: Mayor



County of King ) :ss  
On this day personally appeared before me Russell Weeks, to me known to be the Operator(s), described herein, who executed the within and foregoing instrument on their behalf the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28<sup>th</sup> day of December, 2009.

Donna B Kelly  
NOTARY PUBLIC in and for the  
State of Washington residing  
at: Pierce  
My Commission expires: 3-1-2010

STATE OF WASHINGTON )

County of King ) :ss  
On this day personally appeared before me Russell Weeks, to me known to be the President of Weeks' Funeral Homes, Inc., the corporation described herein, who executed the within and foregoing instrument on behalf of Weeks' Funeral Homes, Inc, and who acknowledged that he was authorized to sign the within and foregoing instrument on behalf of Weeks' Funeral Homes, Inc, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28<sup>th</sup> day of December, 2009.

Donna B Kelly  
NOTARY PUBLIC in and for the  
State of Washington residing  
at: Pierce  
My Commission expires: 3-1-2010

## Enumclaw Evergreen Cemetery Facility Care Standards

**SCOPE OF SERVICES:** All maintenance aspects of the cemetery including buildings, improvements and landscape areas shall receive maintenance per the following guidelines to assure the appearance, and function without degradation over time.

**A. Lawn Mowing** - All lawn areas shall be mowed at least once per week during the growing season. For purposes of this agreement, the growing season is defined as March 15 - October 15. At no time is any section of the lawn to be longer than two and one-half inches (2.5") in height as measured from the base of the green blade. Any deviations in the mowing specifications must receive prior approval from the City. All trees, which require mowing around their base, shall have a minimum twelve inches (12") of non-turf area around them to prevent damage from mowing operations. The Operator will inspect the grounds for litter and debris prior to each mowing and dispose of it.

Mowing equipment is to be kept sufficiently sharp and properly adjusted through servicing to provide a cleanly cut grass blade. Grass blade bruising, tearing and shredding is to be prevented. Mowing patterns will be varied to reduce the possibility of rutting and compaction of grade.

**B. Shrub Bed Maintenance** - Landscaped areas will be policed for weeds, litter and debris. Particular attention should be paid to entryways, focal points and high traffic areas. Planter beds will be groomed an average of two times per year. Fertilizing of all trees (3" caliper and less) and all shrubs will be completed as needed. All fertilizers must be uniformly applied at the drip-line of the plant. Groundcover will be fertilized three times per year with materials broadcast. All fertilizers will be slow-release and balanced.

**C. Lawn Edging** - All walkways, sidewalks, tree circles, building structures, parking strips with curbs or barriers, and flower or planting beds shall be edged once per month to maintain a neat, clean appearance during the growing season.

**D. Line Trimming Markers** – All Memorial markers shall be edged two times per year prior to Memorial Day and Labor Day. The trimmings must be blown off the markers immediately after trimming.

**E. Herbicide** - All turf areas shall be treated for effective control of broadleaf weeds at least twice per year. All flower and planting beds shall receive an effective herbicide

application at least once per year. The Operator shall provide the City with a written report specifying the areas treated and the exact quantities used prior to application.

**F. License** - All laws pertaining to pesticide applications must be adhered to by the Operator. A Washington State Licensed Commercial Applicator will perform all applications of herbicides or pesticides. Pest monitoring: inspection for insect and disease infestations will occur on a monthly basis.

**G. Mulching** - All flower and planting beds shall be mulched once during the year.

**H. Pruning** - All trees and shrubs planted in the cemetery depending upon the health and condition of the tree. Pruning will be done to enhance natural growth. The Operator will remove dead, damaged, and diseased portions of the tree. Cuts will be flush and clean, leaving no stumps or tearing of bark. Major pruning will be done following the flowering or during the tree's dormant season. Emergency or minor pruning will be performed as needed.

The Operator will provide attention and repair to trees and shrubs as appropriate to the season or in response to incidental damage.

All ornamental plant materials will be judiciously pruned in accordance with standards of good practice and in accordance with the intended function of the plant in its present location. All debris will be removed from the property.

Leaves will be removed from lawns, planter beds, and walkways to maintain a clean appearance throughout the year. During periods of heavy leaf fall, major leaf removal will be performed on an ongoing basis.

**I. Clean-up** - The Operator shall, during the progress of the work, remove at his own expense the resultant clippings, dirt, debris, etc., and shall properly dispose of all such material, including leaves and waste paper. All walks shall be swept after mowing and all litter and glass shall be picked up prior to mowing. Fall and winter leaves shall be removed once a month beginning in October through March. Upon completion of the work the Operator shall remove from the premises all equipment and unused materials provided for the work, and leave the premises in a condition satisfactory.

**J. Equipment** - The Operator shall provide all labor and equipment necessary for the accomplishment of all work required under this contract.

**K. Materials** - All sprays, the Operator will supply fertilizers and weed killers and other materials required under this contract.

**L. Rodent Control** - The Operator shall be experienced in the art of trapping moles and shall be expected to keep properties, under the scope of the contract, free of rodents.

**M. Irrigation Equipment and Operation** – Activate irrigation systems in the spring. Charge mainline during the spring months to check for leaks or malfunctioning valves. Clean and adjust the system during the spring months.

Establish time settings and intervals of irrigation water application for each valve of the irrigation zones. Make changes when necessary to correspond to variable watering requirements.

Correct conditions of over/under-watering, product failure, and readjustment of heads as problems arise during the irrigation season.

Shut off and drain or blow out the system(s) at the end of the irrigation season. Turn off all main supply valves, open all manual drain valves and bleed valves on backflow prevention devices. Perform winterization prior to any severe freezing weather.

Repairs and/or replacement of any damaged or malfunctioning components beyond the Operators control are the responsibility of the City. Any damage caused by the Operator will be repaired at the Operators expense. Major repairs to mainline, valves, and time clocks require pre-approval from the Cemetery and Parks Maintenance manager. There is no irrigation system at the Cemetery.

**N. Inspections** – Regular inspections of site(s) shall be made and any problems, if found, will be brought to the attention of the City.

**Cemetery**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mow		2x	4x	4x	4x	4x	3x	2x	2x	2x		
Edge			1x									
Leaf Removal										2x	2x	
Shrub Bed												
Weed			x			x			x			
Herbicide					x			x				
Much/bark			x									
Prune / shape hedges											x	
Irrigation start-up/winterize					x					x		

RESOLUTION NO. 1359

**A RESOLUTION OF THE CITY OF ENUMCLAW, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT FOR PRIVATE OPERATION OF THE ENUMCLAW EVERGREEN CEMETERY.**

Whereas, the City of Enumclaw currently owns and operates an municipal cemetery, and

Whereas, the City of Enumclaw desires to maintain the existing level of service through private management of the cemetery, and

Whereas, the City of Enumclaw has invited proposals from qualified private operator to select the most qualified and desirable proposal, and

Whereas, Weeks Funeral Homes Inc. meets the required qualifications and has demonstrated a noteworthy level of customer care and presence in the community of Enumclaw, and

Whereas, an agreement to operate the cemetery privately has been reached to relieves the City of the financial burden and assures the ongoing care and condition of the cemetery as a City asset, and.

Now, therefore, the City Council of the City of Enumclaw, King County, Washington do hereby resolve as follows:

**Section 1:** The Mayor is authorized to execute an agreement with Weeks Funeral Homes Inc. to operate the Enumclaw Evergreen Cemetery as a private enterprise.

PASSED IN REGULAR AND OPEN SESSION this 14<sup>th</sup> day of December, 2009.

  
\_\_\_\_\_  
Mayor John Wise

INTRODUCED 11-23-09  
PASSED 12-14-09  
APPROVED: 12-15-09  
PUBLISHED: n/a



**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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ITEM NO: A-1  
DATE: March 22, 2012  
SUBJECT: Cemetery Maintenance Contract  
CONTACT PERSON: Deborah Knight, City Administrator

**ISSUE:**

The issue before the city council is to authorize the mayor and city staff to negotiate a contract with Garner's Northwest Inc. to provide landscape maintenance services at the Sultan Cemetery.

Negotiations are necessary because the Garner's proposal offered several level-of-service choices. The actual levels-of-service will need to be negotiated since the city's 2012 maintenance budget (\$9,250) isn't sufficient to include all of the tasks listed in the proposal including edging flat markers (\$8,805.15-\$13,941.49) or weed control (\$2,257.98).

**STAFF RECOMMENDATION:**

Authorize the mayor and city staff to negotiate a contract with Garner's Northwest Inc. to provide landscape maintenance services at the Sultan Cemetery.

**ALTERNATIVES:**

1. Authorize city staff to negotiate a contract with Garner's Northwest Inc. to provide landscape maintenance services at the Sultan Cemetery. The alternative indicates the city council is interested in outsourcing maintenance tasks at the Sultan Cemetery if the level-of-service and costs meet the city's needs.
2. Do not authorize city staff to negotiate a contract with Garner's Northwest Inc. to provide landscape maintenance services at the Sultan Cemetery. This alternative implies the city council has questions or concerns about the RFP process or the responsive proposer – Garner's Northwest. Under the terms of the RFP, "the city may also determine not to award a contract to any proposers."

**SUMMARY:**

On February 7, 2012 the city issued a Request for Proposal (RFP) seeking qualified firms to provide landscape maintenance services at the Sultan Cemetery. Proposals were due March 1, 2012. The RFP was posted on the city's website and advertised for two weeks in the Daily Journal of Commerce. The city received proposals from two firms – Garner's Northwest Inc. and Oliver's Landscape.

City staff reviewed both proposals and determined the Oliver's Landscape proposal was non-responsive. Specifically, the proposal submitted by Oliver's Landscape did not include the required letter of interest; qualifications of staff assigned to the project; a demonstration of the proposer's understanding of the project; or the required number of copies. The RFP (Attachment B) specifically stated, "*Proposals, which do not address the items listed in this section, will be considered incomplete and will be deemed non-responsive by the City.*"

The proposal submitted by Garner's Northwest Inc. (Garner's) is provided in Attachment A. The proposal includes several levels of service to allow the city to select a level of service that is at or below available revenues. Under the Garner's proposal trimming upright headstones; edging curbs and sidewalks; leaf/tree branch removal; and trash and debris removal are included in the base price.

Following negotiations, city staff will return to council with a proposed contract for council approval.

**DISCUSSION:**

The city has been seeking ways to lower maintenance and operations costs in the cemetery fund. Most recently the council subcommittee reviewed cemetery policies and indicated an interest in selling the cemetery to a private party. The proposed policies and further discussion of city council's long-term strategy for the cemetery will be back in front of the full council in April.

Until the council makes a decision regarding future public ownership of the cemetery, the city must bring expenditures in-line with revenues. The city council is considering proposals to privatize cemetery maintenance services.

**BACKGROUND:**

For the past 5 years, cemetery revenues have not been sufficient to cover maintenance costs. Since the cemetery is an enterprise fund, the general fund can not contribute to its operations. The fund must be self sustaining.

Maintenance is done in-house using the public works crew. In 2011 city crews spent approximately 36 labor hours per week (March-October). Revenues are approximately \$25,000 annually. In order to balance the cemetery budget in 2012, the city reduced maintenance levels-of-service to 36 hours/month for 8 months of the year. Direct labor expenses are approximately \$9,250 for 2012.

The difference between revenues and expenditures has been widening over the last 5 years as indicated by the declining ending fund balance (Attachment C). The city council has raised burial fees to capture sufficient revenues to cover costs. Unfortunately, this has only exacerbated the problem because unlike our utilities the cemetery is not a monopoly. In addition, the "market" is changing and more people are choosing cremation and are scattering the ashes rather than place the ashes in a cemetery.

The city council has made a number of changes in cemetery operations since 2005 to increase revenues and decrease labor expenses including outsourcing burials to Wilburt Vault, adding the columbarium for ash burials, raising fees and setting headstones.

At the subcommittee meeting on July 18, 2011 city staff raised the issue of cemetery maintenance and long-term sustainability. The council subcommittee and staff discussed maintenance levels of service and outsourcing cemetery management and maintenance. City staff contacted a local cemetery manager to discuss outsourcing cemetery management. All cemeteries are experiencing similar fiscal pressures. There was no immediate interest in managing the Sultan Cemetery.

City staff met with Teamster's Labor Representative, Mike Wilson on July 28, 2011 to discuss the cemetery enterprise fund and long-term sustainability. The bargaining unit understands the issues and the need to lower levels of service or seek lower cost maintenance alternatives to ensure the cemetery fund remains viable.

In September 2011 the city council authorized staff to proceed with preparing a request for proposal to outsource maintenance of the Sultan Cemetery using graduated levels of service.

On March 1, 2012 the council subcommittee discussed cemetery policies and reaffirmed interest in selling the cemetery. The proposed policies and further discussion of city council's long-term strategy for the cemetery will be back in front of the full council in April.

**FISCAL IMPACT:**

There is no fiscal impact related to negotiating a contract beyond the direct cost for staff time that will be charged to the cemetery fund. City staff estimate contract negotiations will take 2-6 hours including bringing the contract back to the city council for approval.

**RECOMMENDED ACTION:**

Authorize the mayor and city staff to negotiate a contract with Garner's Northwest Inc. to provide landscape maintenance services at the Sultan Cemetery.

**ATTACHMENTS:**

- A – Garner's Northwest Inc.
- B – Sultan Cemetery RFP
- C – 2012 Cemetery Operating Budget



**Garner's Northwest Inc**  
**Commercial & Residential Landscape Services**

**City of Sultan Cemetery**  
**LANDSCAPE MAINTENANCE PROPOSAL**

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**3209 K Ave.**  
**Anacortes, WA 98221**  
**(360) 293-6615**

**[www.gnwlandscaping.com](http://www.gnwlandscaping.com)**

**334 S Madison St.**  
**Monroe, WA 98272**  
**(425) 239-3522**

2/20/12

City of Sultan  
Attn: Laura Koenig, City Clerk  
PO Box 1199  
319 Main Street, Suite 200  
Sultan, WA 98501

Garner's NW Landscaping is a full service landscape management company that has been providing quality service to Skagit and Snohomish Counties since 1991. We are a family owned and operated company that prides itself on working with our clients to create a maintenance program that meets both their budget and properties needs. With this letter, we express our interest in bidding on the maintenance of the Sultan Cemetery and working with the City of Sultan to meet your objectives for a well maintained property.

For this project we have developed a proposal for maintenance based on using a 3-4 man crew, depending on the time of year. Our crew will be directly supervised by myself, Jeff Garner. I am the majority owner of Garner's NW and have over 20 years experience. I hold a Washington State pesticide applicator's license. In addition to myself, our crew foreman that would be assigned to this job, Steven, also has his Washington State pesticide license. Steven has been with our company for two years and is directly responsible for overseeing other large properties similar to the Sultan Cemetery. Our other two team members that would be assigned to this project or Nick and Tony. Nick has been with our company about a year now and has recently tested for the Washington State pesticide applicators license. Tony has been with our company about 6 months now, but has been in the landscaping/maintenance industry for over 20 years.

As a company, we are very dedicated to the landscape industry. We are members of the Washington Association of Landscape Professionals (WALP), the Professional Landcare Network (PLANET), and both the Anacortes and Monroe Chamber of commerce.

In the rest of this proposal we will outline our approach to this project and provide you with pricing for the various activities. We will also include references and a signed non-collusion agreement.

Thank you for the opportunity to submit a proposal on this project and we look forward to working with you in maintaining a beautiful landscape.

Yours Truly,

Jeff Garner, CEO  
Garner's NW Landscaping

#### **PROGRAM OUTLINE:**

We will provide all maintenance services requested in the RFP and will detail each one in the following sections.

#### **GENERAL OVERVIEW:**

- We will comply with all Federal, State, City and County laws, ordinances and regulations in regards to maintaining the Sultan Cemetery.
- We will comply with all OSHA standards for safety and will provide a safe working environment for our employees, the City of Sultan and all visitors to the Sultan Cemetery.
- Our employees will **ALWAYS** be in clean, marked uniforms. They will wear safety vests and other Personal Protective Equipment (PPE) and will follow all company procedures for safety.
- We will pay all of our employees at the current Snohomish County prevailing wage rate and will also pay workers compensation and L&I in accordance with the laws of the State of Washington.
- Garner's NW maintains a fleet of new and well maintained equipment for our maintenance fleets and have included in this proposal exhibit G, an equipment list.
- All tools are cleaned and sharpened weekly. We change our mower blades weekly and replace with sharpened blades to prevent tearing of the grass. All equipment is washed each week to help prevent the spread of weeds.
- We always maintain personal liability and property damage insurance and will continue to do so. If awarded this contract we will provide a certificate of coverage as requested.
- We will obtain a City of Sultan Business License.
- Garner's NW will take all necessary precautions to prevent damage to turf, trees, headstones, markers, monuments, flower vases and other structures during the execution of this contract. If any damage is done, we will immediately report the damage to the Public Works Director and will repair or replace the damage at our expense immediately.

#### **TURF MAINTENANCE:**

- We shall assume responsibility for all mowing, edging and trimming of all grass within the cemetery.
- A 48" walk-behind mower, 21" push mowers and string trimmers will be used to complete the mowing and edging of the grass areas.
- The grass will be cut to a height of 2 ½" to 3".
- All equipment will be cleaned and blades will be changed and sharpened weekly.
- We will edge/trim along all roads, curbs, walkways, tree wells, shrub beds and around headstones, monuments, markers, and other vertical surfaces and structures.
- For pricing purposes we have included all edging/trimming under one category.
- All grass clippings will be cleaned up and removed during each visit.

#### **AERIFICATION/DE-THATCHING:**

- We recommend aerating once a year, generally in the fall, and have included pricing for this service in an attached appendix F.
- De-thatching should be performed to prevent no more than ½" of thatch. As such, this service may not be needed annually. If the lawn is maintained properly then this service will only be

needed ever 2-3 years. As such we have included pricing for a thatching service as a separate item in the attached exhibit F.

**FERTILIZATION:**

- A fertilizer program and pricing can not be developed until after a soil test has been administered.
- If Garner's NW is awarded the maintenance contract we will have a soil test taken, at our cost, and develop and submit a fertilizer program and pricing to the Public Works Director.

**WEED CONTROL:**

- Garner's NW will control weed growth through an integrated control method. We will use proper mowing and trimming practices to help prevent weeds from growing.
- All equipment will be cleaned weekly to prevent the spread of weeds.
- We will apply a Herbicide twice a year to help prevent the spread of weeds. We will submit for review and approval information on the type of herbicide and rate of application at least 5 days prior to application.
- This proposal will only cover the cost of two applications of weed control and the cost of spot spraying. If additional applications of weed control are requested by the Public Works Director then those applications will be done at time and material. We have included a per hour rate for these services in the attached exhibit E.
- As needed we will spot spray for weeds during regular maintenance visits. We will submit for approval the herbicide to be used for spot spraying prior to application.
- We will maintain proper MSDS sheets on all chemicals used and will maintain proper reports as required by the State of Washington. These reports will be furnished to the Public Works Director within 5 days of application.
- After each application proper signs will be posted notifying people of the application.
- All disease, insect and vertebrate pest control applications will be performed by a separate agreement. If any of these issues arise we will notify the Public Works Director immediately.

**TREE, SHRUB AND PLANTING BED MAINTENANCE:**

- All trees and shrubs will be maintained in a healthy, vigorous condition free of pests and disease.
- Trees and shrubs will be maintained and trimmed at a proper and natural shape and size based on industry standards and will comply with ANSI A300 (part 1). We will avoid topping or lions tailing and will focus on cleaning, thinning, raising or reducing branches to maintain healthy plants.
- All pruning will be limited to 15 feet or less. Trees that exceed that height will need to be maintained under a separate agreement.
- Any damaged/diseased plants or trees will be reported to the Public Works Director immediately and will have corrective action taken within one day of identification.
- All of our equipment will be maintained in proper condition and will be cleaned and sharpened on a regular basis.
- All shrubs and hedges will be pruned monthly during the growing season and less frequently the remainder of the year to maintain proper shape and size.
- Installation of new planting material and mulch will be done on a time and material basis. We have included a per hour price in the attached exhibit E.

**TRASH AND DEBRIS MANAGEMENT:**

- **Garner's NW will maintain all cemetery grounds and turf free of trash and debris during each site visit.**
- **All dumpster and pickup services and trash removal services will be provided by Garner's NW**
- **We will blow off all walkways, roads and parking areas during each site visit. The pricing for this part of the service will be included under our mowing service section.**
- **After the completion of any storm, Garner's NW will schedule a site visit the following day to check and clean-up any damage that may have occurred.**
- **Garner's NW will collect and dispose of all grave decorations and clean and re-stock all flower cones.**

**This serves as an outline of the services we recommend and propose to provide to the City of Sultan. The following pages will summarize our pricing for these services, provide you with references for our services and a non-collusion statement.**

**Exhibit A - Pricing Quote Form Sultan Cemetery Maintenance RFP**

Exhibit A - Pricing Quote Form Sultan Cemetery Maintenance RFP BASE PERIOD (June 1, 2012 – May 31, 2013) ITEM	EST. QTY	UNIT	UNIT PRICE	PRICE
<b>Turf Maintenance</b>				
Mowing (1)	2x (64 annual mows)	Week	\$423.54	\$ 27,106.56
	1x (35 annual mows)	Week	\$478.81	\$ 16,758.34
	2x (19 annual mows)	Month	\$478.81	\$ 9,097.38
	1x (10 annual mows)	Month	\$552.50	\$ 5,525.03
Trimming Upright Headstones (2)	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Edging Flat Markers (2)	2x (19 annual)	Month	\$ 733.76	\$ 13,941.49
	1x (10 annual)	Month	\$ 733.76	\$ 8,805.15
Edging Curbs/Sidewalks (2)	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Weed Control (6)	2x	Year	\$1,183.29	\$ 2,257.98
<b>Tree, Shrub, Planting Bed Maintenance</b>				
Pruning/Trimming	1x	Month	\$422.33	\$ 5,068.00
	6x	Year	\$506.80	\$ 3,040.80
	3x	Year	\$506.80	\$ 1,520.40
<b>Trash/Debris Management</b>				
Leaf/Tree Branch and Debris Collection (1)	1x (included under our mowing service)	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
Trash and Debris Removal (1)	1x (included under our mowing service)	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
<b>Facility Maintenance</b>				
Sweeping/cleaning roadways, trash/debris collection/removal, inspection, clean Columbarium	1x	Month	\$120.00	\$1,440.00
	6x	Year	\$160.00	\$ 960.00
	3x	Year	\$205.00	\$ 615.00
Administration fee (business lic., prevailing wage paperwork, etc)			\$155.00	_____
Total Cost for Base Period: total price depends on services selected (mowing frequency, etc.)			\$ _____	\$ _____

**Exhibit A - Pricing Quote Form Sultan Cemetery Maintenance RFP – option year 2**  
 final pricing for option year two will be based upon the current Snohomish County prevailing wage at the time of renewal.

Exhibit A - Pricing Quote Form Sultan Cemetery Maintenance RFP option year 2 (June 1, 2013 – May 31, 2014) ITEM	EST. QTY	UNIT	UNIT PRICE	PRICE
<b>Turf Maintenance</b>				
Mowing (1)	2x (64 annual mows)	Week	\$423.54	\$ 27,106.56
	1x (35 annual mows)	Week	\$478.81	\$ 16,758.34
	2x (19 annual mows)	Month	\$478.81	\$ 9,097.38
	1x (10 annual mows)	Month	\$552.50	\$ 5,525.03
Trimming Upright Headstones (2)	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Edging Flat Markers (2)	2x (19 annual)	Month	\$ 733.76	\$ 13,941.49
	1x (10 annual)	Month	\$ 733.76	\$ 8,805.15
Edging Curbs/Sidewalks (2)	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Weed Control (6)	2x	Year	\$1,183.29	\$ 2,257.98
<b>Tree, Shrub, Planting Bed Maintenance</b>				
Pruning/Trimming	1x	Month	\$422.33	\$ 5,068.00
	6x	Year	\$506.80	\$ 3,040.80
	3x	Year	\$506.80	\$ 1,520.40
<b>Trash/Debris Management</b>				
Leaf/Tree Branch and Debris Collection (1)	1x (included under our mowing service)	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
Trash and Debris Removal (1)	1x (included under our mowing service)	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
<b>Facility Maintenance</b>				
Sweeping/cleaning roadways, trash/debris collection/removal, inspection, clean Columbarium	1x	Month	\$120.00	\$1,440.00
	6x	Year	\$160.00	\$ 960.00
	3x	Year	\$205.00	\$ 615.00
Administration fee (business lic., prevailing wage paperwork, etc)			\$155.00	_____
Total Cost for Base Period: total price depends on services selected (mowing frequency, etc.)			\$ _____	_____

**Exhibit A - Pricing Quote Form Sultan Cemetery Maintenance RFP – option year 3**  
 final pricing for option year three will be based upon the current Snohomish County prevailing wage at the time of renewal.

Exhibit A - Pricing Quote Form Sultan Cemetery Maintenance RFP option year 3 (June 1, 2014 – May 31, 2015) ITEM	EST. QTY	UNIT	UNIT PRICE	PRICE
<b>Turf Maintenance</b>				
Mowing (1)	2x (64 annual mows)	Week	\$423.54	\$ 27,106.56
	1x (35 annual mows)	Week	\$478.81	\$ 16,758.34
	2x (19 annual mows)	Month	\$478.81	\$ 9,097.38
	1x (10 annual mows)	Month	\$552.50	\$ 5,525.03
Trimming Upright Headstones (2)	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Edging Flat Markers (2)	2x (19 annual)	Month	\$ 733.76	\$ 13,941.49
	1x (10 annual)	Month	\$ 733.76	\$ 8,805.15
Edging Curbs/Sidewalks (2)	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Weed Control (6)	2x	Year	\$1,183.29	\$ 2,257.98
<b>Tree, Shrub, Planting Bed Maintenance</b>				
Pruning/Trimming	1x	Month	\$422.33	\$ 5,068.00
	6x	Year	\$506.80	\$ 3,040.80
	3x	Year	\$506.80	\$ 1,520.40
<b>Trash/Debris Management</b>				
Leaf/Tree Branch and Debris Collection (1)	1x (included under our mowing service)	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
Trash and Debris Removal (1)	1x (included under our mowing service)	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
<b>Facility Maintenance</b>				
Sweeping/cleaning roadways, trash/debris collection/removal, inspection, clean Columbarium	1x	Month	\$120.00	\$1,440.00
	6x	Year	\$160.00	\$ 960.00
	3x	Year	\$205.00	\$ 615.00
Administration fee (business lic., prevailing wage paperwork, etc)			\$155.00	
Total Cost for Base Period: total price depends on services selected (mowing frequency, etc.)			\$ _____	
			\$ _____	

**Exhibit A - Pricing Quote Form Sultan Cemetery Maintenance RFP – option year 4**  
 final pricing for option year four will be based upon the current Snohomish County prevailing wage at the time of renewal.

Exhibit A - Pricing Quote Form Sultan Cemetery Maintenance RFP option year 4 (June 1, 2014 – May 31, 2015) ITEM	EST. QTY	UNIT	UNIT PRICE	PRICE
<b>Turf Maintenance</b>				
Mowing (1)	2x (64 annual mows)	Week	<u>\$423.54</u>	<u>\$ 27,106.56</u>
	1x (35 annual mows)	Week	<u>\$478.81</u>	<u>\$ 16,758.34</u>
	2x (19 annual mows)	Month	<u>\$478.81</u>	<u>\$ 9,097.38</u>
	1x (10 annual mows)	Month	<u>\$552.50</u>	<u>\$ 5,525.03</u>
Trimming Upright Headstones (2)	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Edging Flat Markers (2)	2x (19 annual)	Month	<u>\$ 733.76</u>	<u>\$ 13,941.49</u>
	1x (10 annual)	Month	<u>\$ 733.76</u>	<u>\$ 8,805.15</u>
Edging Curbs/Sidewalks (2)	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Weed Control (6)	2x	Year	<u>\$1,183.29</u>	<u>\$ 2,257.98</u>
<b>Tree, Shrub, Planting Bed Maintenance</b>				
Pruning/Trimming	1x	Month	<u>\$422.33</u>	<u>\$ 5,068.00</u>
	6x	Year	<u>\$506.80</u>	<u>\$ 3,040.80</u>
	3x	Year	<u>\$506.80</u>	<u>\$ 1,520.40</u>
<b>Trash/Debris Management</b>				
Leaf/Tree Branch and Debris Collection (1)	1x (included under our mowing service)	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
Trash and Debris Removal (1)	1x (included under our mowing service)	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
<b>Facility Maintenance</b>				
Sweeping/cleaning roadways, trash/debris collection/removal, inspection, clean Columbarium	1x	Month	<u>\$120.00</u>	<u>\$1,440.00</u>
	6x	Year	<u>\$160.00</u>	<u>\$ 960.00</u>
	3x	Year	<u>\$205.00</u>	<u>\$ 615.00</u>
Administration fee (business lic., prevailing wage paperwork, etc)			<u>\$155.00</u>	_____
Total Cost for Base Period: total price depends on services selected (mowing frequency, etc.)			\$ _____	\$ _____

**Exhibit B  
REFERENCES**

**INSTRUCTIONS:** Proposers must identify previous federal, state, local and private contracts that they have completed and that are similar to the contract being evaluated. (List at least three (3) no more than five (5) contracts for evaluation)

(One contract reference per form, Form may be duplicated)

NOTE: If you have performed any Cemetery Maintenance contracts list them first.

Contract Number: 07-001-F-P

Contractor (Name, Address, Zip Code & Telephone# & email address):

Skagit County Transit (SKAT)

Type of Contract: Landscape Maintenance

Contract Dollar Value: \$30,000 per year

Date of Award: July 2007 (has been renewed annually)

(If not completed, provide status): On-going maintenance service provided weekly

Type/Extent of Subcontracting: none

Complexity of Product/Service: average

Percentage of Work completed by your company: 100%

Description of supply/services provided, location and relevancy of work: complete landscape maintenance (irrigation work, fertilizing and weed control, pruning, mowing/edging, etc.) at 5 different locations including park-n-rides, main office, and train station.

Address, Telephone Number& E-mail of the Contract Person & their position:

Aggie Juarez, project manager

600 county shop lane – Burlington Wa 98233

360-757-8801

ajuarez@SkagitTransit.org

Contract Number: NA

Contractor (Name, Address, Zip Code & Telephone# & email address):

Highland Trails HOA

Type of Contract: Landscape Maintenance

Contract Dollar Value: \$21,000 per year

Date of Award: July 2010 (has been renewed annually)

(If not completed, provide status): On-going maintenance service provided weekly

Type/Extent of Subcontracting: none

Complexity of Product/Service: average

Percentage of Work completed by your company: 100%

Description of supply/services provided, location and relevancy of work: complete landscape maintenance (irrigation work, fertilizing and weed control, pruning, mowing/edging, etc.) at HOA

Address, Telephone Number& E-mail of the Contract Person & their position:

Greg – board member

[countingmusic@aol.com](mailto:countingmusic@aol.com)

425-205-7482

Mill Creek, WA

Contract Number: NA

Contractor (Name, Address, Zip Code & Telephone# & email address):

Dr. Vicki Baker-Hall

Type of Contract: Landscape Maintenance

Contract Dollar Value: \$3,000+ per year

Date of Award: July 2010

(If not completed, provide status): On-going maintenance service provided at two locations

Type/Extent of Subcontracting: none

Complexity of Product/Service: average

Percentage of Work completed by your company: 100%

Description of supply/services provided, location and relevancy of work: complete landscape maintenance (fertilizing and weed control, pruning, mowing/edging, etc.)

Address, Telephone Number& E-mail of the Contract Person & their position:

Vicki Baker-Hall

360-793-0201

Name of Bank: US Bank

Address: 910 O Ave. Anacortes, WA 9822

Point of Contact: Laurie

Telephone: 360-293-3151

(End of Section)

EXHIBIT "C"

NON-COLLUSION CERTIFICATE

STATE OF WASHINGTON )

ss.

COUNTY OF SNOHOMISH )

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the City of Sultan for consideration in the award of a contract on the project described as follows:

ON-CALL CONTRACT FOR STORM DRAINAGE REPAIRS

Garner's NW  
Name of Firm

By: [Signature]  
Authorized Signature

Title: BANK MANAGER

Sworn to before me [Signature]  
Notary Public

This 1 day of MARCH, ~~2011~~ 2012 J6

CORPORATE SEAL:



**Exhibit E – Notes page**

- (1) Mowing service includes leaf/tree branch and debris collection as this will be required prior to mowing. Trash and debris removal is also included as part of our mowing service. During each mowing visit we will also blow off all walkways/driveways.**
- (2) All edging/trimming services have been combined as one in terms of pricing. This is done as it is more cost effective to combine them as one service.**
- (3) Years 2-4 pricing will need to be reviewed each year prior to signing a renewal agreement. Prevailing wages are determined at the time of signing of an agreement/renewal, thus all pricing for those years will be contingent upon the current Snohomish County prevailing wage rate and fuel prices at the time of renewal.**
- (4) A fertilizer program and pricing will need to be developed after the completion of a soil test.**
- (5) All planting/mulching will be done on a time and material (T&M) basis. Our per hour pricing for this service during the base year period will be \$37.50 per hour. Future year pricing will be contingent upon the current Snohomish County prevailing wage.**
- (6) Our weed control program is based on two applications per year plus spot spraying. Additional applications of weed control will be provided based on a time and material basis. Our per hour pricing for this service during the base year period will be \$37.50 per hour. Future year pricing will be contingent upon the current Snohomish County prevailing wage.**

**Exhibit F – Thatching and aerating pricing**

Thatching and aerating will be provided upon request. The pricing for both during the base year period is provided below.

Aerating: price per service is \$638.64

Thatching: price per service is \$2676.08

## **Exhibit G – Equipment List**

2010 John Deere 48" walk behind mower

2011 Honda 21" walk behind mower

2010 John Deere 21" walk behind mower

2010 & 2011 Stihl weed eaters (3)

2010 & 2011 Stihl backpack blowers (2)

2009 Stihl hedge trimmer

Misc. tools will be used as needed. These tools will include things such as pruning tools, chain saw and other small hand tools. Generally these tools are replaced each year and are always maintained in proper working condition.



## Sultan Cemetery Maintenance RFP

### INTRODUCTION

The City of Sultan is requesting proposals from qualified firms to provide landscape maintenance services at the Sultan Cemetery located at the east end of Cascade View Drive, Sultan, Washington. The cemetery is approximately 4.5 acres level acres including a niche wall for ash internments and a single lane road which allows visitors to access the interior area of the cemetery.

The city has owned and operated Sultan Cemetery since 1910 when it received the grounds from the Sultan Woodsmen. The cemetery grounds are currently maintained by the public works department.

This request for proposal is designed to provide the City of Sultan with a range of levels of service to consider prior to contracting with the selected proposer(s). After reviewing the proposals, the City may select a firm or firms to contract with and the level of service that best meets the city's needs and available funding. The city may also determine not to award a contract to any proposers.

Contracts will be awarded as per the Pricing Quotation Forms, **EXHIBIT "A"**, references and other criteria as determined at the sole discretion of the city. All rates and pricing submitted shall include all wages, benefits, the cost of tools, equipment, ancillary supplies, overhead, profit, taxes and other administrative fees associated with the performance of this contract. (e.g.: Department of L & I Intent and Affidavit filing fees). Washington State Prevailing Wage rates for Snohomish County shall apply.

If a contract is awarded from this request, it shall be a non-exclusive contract for the Services. The City may, at its sole discretion, utilize other contractors for the same or similar work without first terminating the contract. The City reserves the right to add or delete work quantities and work is subject to change at any time.

### TIMELINE FOR SUBMITTALS

The deadline for submission of proposals and qualifications is **4:00 PM on Thursday, March 1, 2012.**

Deliver/Mail to: City of Sultan  
Attn: Laura Koenig, City Clerk  
PO Box 1199  
319 Main Street, Suite 200  
Sultan, WA 98501

Direct questions regarding this Request for Qualifications to:  
Connie Dunn  
(360) 793-2231  
Connie.dunn@ci.sultan.wa.us



## Sultan Cemetery Maintenance RFP

### CONTENT OF SUBMITTALS

- Submittals shall be limited to a TOTAL of twenty (25) pages, including transmittal letter.
- Eight (8) copies of the proposal shall be submitted. *Submittals exceeding the maximum number of pages will be rejected. No notification of rejection will be made to the submitting firm.*

A complete copy of this request for qualifications is available on the City's website at <http://www.ci.sultan.wa.us/Work/RFPs/>

The format shall be:

- A letter of interest signed by a principal of the firm, with a statement as to staff availability to complete the work.
- Qualification and expertise of staff actually assigned to the project. Work experience should be specific to the individual's actual tasks performed on similar projects.
- A demonstration of the proposer's understanding of the project through an outline of the suggested approach to the project.
- Price Quotation Forms – **EXHIBIT "A"**
- References, including names and telephone numbers of previous clients with similar projects (Western Washington references preferred) – **EXHIBIT "B"**
- A signed non-collusion agreement – **EXHIBIT "C"**

Proposers that deviate from this format or alter this form shall be deemed non-responsive. Proposers accept all risk of late delivery regardless of fault. Any pricing quote received after the due date and time shall be deemed non-responsive. The City of Sultan reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This Request for Proposal does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a pricing quotation. Furthermore, this request does not obligate the City to accept or contract for any expressed or implied services. The selected proposer(s) will be required to meet and agree to all the conditions of the attached SAMPLE Contract, **EXHIBIT "D"**.

### DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

#### 1. INTRODUCTION

This Statement of Objectives describes the basic objectives of the Sultan Cemetery. The Performance Based Service Contract provides potential proposers the flexibility to develop cost effective solutions and the opportunity to propose innovative alternatives to meet the stated objectives. It also presents the City of Sultan with an opportunity to assess the proposer's understanding of the tasks to be performed by eliminating any "how to" instructions to accomplish the work.



## Sultan Cemetery Maintenance RFP

### 2. BACKGROUND

The Sultan Cemetery is located at the east end of Cascade View Drive. The cemetery is comprised of 4.5 acres and contains the remains of approximately 2,600 people. The standards of maintenance and appearance at the cemetery must reflect the city's concern for those interred.

### 3. DESCRIPTION OF SERVICES

The contractor shall provide all personnel, equipment, tools, supervision, and other items and services necessary to ensure that grounds maintenance is performed at the Sultan Cemetery in a manner that will maintain healthy grass, trees, shrubs, and plants and present a clean, neat, appearance. Services include, but are not limited to maintenance of grounds, regular mowing, trimming and edging, removal of leaves and debris, as well as, sweeping or blowing off roads and sidewalks, turf maintenance, plant and tree maintenance, trash removal, snow and ice removal when applicable. All work will be performed during daylight hours.

### 4. PROGRAM OBJECTIVES

The purpose of this Statement of Objectives is to obtain a contractor to support the Sultan Cemetery. Under this effort, the successful contractor shall be responsible for grounds maintenance services described herein. Technical specifications have been provided throughout this solicitation. The contractor may use whatever method he/she chooses to meet the goals of the Sultan Cemetery, as long as the end result is of an acceptable quality to the satisfaction of the Sultan Public Works Director or designee. The contractor shall submit a detailed performance plan to indicate how the contractor plans to meet the goals of the cemetery. (i.e. performance schedule, frequency of mowing, turf maintenance, trimming, edging, plant and tree maintenance, pest control etc.)

The contractor shall be responsible for:

- A. Providing all grounds maintenance services including, but not limited to: Maintenance of grounds, regular mowing, edging, trimming, removal of leaves and debris, as well as, sweeping or blowing off roads and sidewalks, and trash removal.
- B. Turf Maintenance: Proper fertilizing, weeding, sodding and seeding of turf.
- C. Turf surrounding a headstone or marker is trimmed to its recommended height and appearance.
- D. Plant and Tree Maintenance.
- E. Snow and ice removal when applicable.



## Sultan Cemetery Maintenance RFP

- F. Provide a safe working environment for contractor, as well as, cemetery staff.

### 5. CONTRACT OBJECTIVES

- A. To use an innovative and creative technical approach to manage the grounds maintenance operation at the Sultan Cemetery in order to maintain the high standards of appearance in accordance with standard commercial practices.
- B. To determine a pricing structure to accomplish the requirements set forth in this Statement of Objectives.
- C. To determine a contract period of performance in accordance with standard commercial practices. The minimum term of the contract should be one base year with options to extend the term of the contract up to three (3) additional years. The maximum term of the contract, including any award terms, shall not exceed four (4) years. The City of Sultan reserves the right to award the contract an "award term" year for superior performance and to reduce the number of years in the contract for poor performance.

### 6. RESPONSIBILITIES

The administration of this contract will be by the Sultan Public Works Department.

### 7. STANDARDS OF EMPLOYEE CONDUCT

Contractor and contractor personnel shall be required to adhere to the following standards of dress and conduct while performing work in the Sultan Cemetery.

- A. Be fully clothed at all times, to include long slacks or pants and shirt, buttoned up from neck to waist, or company t-shirt. Clothing shall be clean each day. Any soiled clothing should be cemetery work-related that day. Tank tops as outer garments are prohibited. Shoes/boots will have no holes or loose soles. Steel-toed shoes will be required in accordance with OSHA. Contractor employees shall maintain personal hygiene.
- B. Shall not engage in loud or boisterous behavior or use profane or abusive language. Shall show proper reverence, if working, during committal services.
- C. Not eat or drink beverages except water or non-alcoholic drinks while in work area nor in site of committal shelter during a service. Use of intoxicating beverages and/or drugs is strictly prohibited.



## Sultan Cemetery Maintenance RFP

- D. Contractor personnel shall not lean, sit or stand on or against headstones or monuments. No tools, equipment or other items will be placed or leaned on headstones or monuments.
- E. All areas are designated as NO SMOKING.

### **USE OF CEMETERY FACILITIES**

- A. The City of Sultan will not be responsible for any loss, damage, or theft of contractor items.
- B. Contractor employees shall park privately owned vehicles in the area designated for parking.
- C. The City of Sultan will not be responsible for any damage to or loss of the Contractor's equipment and supplies stored on the City of Sultan's premises. The Contractor shall provide, as part of their offer, a list of tools and equipment to be used during the course of the contract. The Contractor shall verify in writing that this equipment is in safe operating condition. For approval by the City of Sultan, the Contractor shall provide a list of tools and equipment that will be stored at the cemetery. The Contractor shall comply with all Federal, State, City, and County laws and regulations regarding the use of Personal Protective Equipment for all contract personnel. All Personal Protective Equipment is provided by the Contractor. The Contractor shall be responsible for maintaining fire extinguishers and other safety equipment. The Contractor shall be responsible for delivering and removing all necessary equipment and supplies on a daily basis.
  - (1) The contractor shall be responsible for safely storing any chemicals, pesticides, herbicides, cleaning solutions, etc. in accordance with manufacturers recommendations. MSDS (Material Safety Data Sheets) are required for all chemicals, pesticides, herbicides and cleaning solutions, with copies stored in the maintenance area.

### **4. INSPECTION OF PREMISES**

Proposers should inspect and measure the premises prior to submitting quotes in order to be fully aware of the scope of services required. Failure to do so will not relieve the successful awardee from performing in accordance with the strict intent and meaning of the specifications without additional cost to the City of Sultan.



Sultan Cemetery  
Maintenance RFP

**5. WORKMEN'S COMPENSATION**

The Contractor agrees to procure and maintain for the contract period, Workmen's Compensation and employers Public Liability Insurance in accordance with the laws of the State of Washington. The policy shall provide coverage for Public Liability limits of not less than statutory limitations if more than one person is involved.

**6. EVIDENCE OF COVERAGE**

Before commencing work under the contract, the Contractor shall furnish to the City a certificate of insurance indicating the coverage outlined in the sample contract (Exhibit "D") and it shall contain an endorsement to the effect that cancellation of any material change in the policies which adversely affect the interests of the City of Sultan in such insurance shall not be effective unless a 30-day advance written notice of cancellation or change is furnished to the City's designee.

**7. CONTRACTOR'S RESPONSIBILITIES**

- A. The Contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, or others, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by him/her or his/her employees' fault or negligence. The Contractor shall maintain personal liability and property damage insurance prescribed by the laws of the State of Washington.
- B. At a minimum, the Contractor shall preserve the health, appearance, and esthetic value, of all trees/shrubs while preventing damage to human life, property and the ecosystem and demonstrate a clear understanding of, and the sensitivity to environmental issues. Work shall be consistent and fully compliant with all applicable Federal, State, County and City laws. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be used. The Contractor shall provide the least possible interference with cemetery operations, or annoyance to the public. Qualified and trained persons shall do all work. All tools shall be clean, sharp, in proper working order and shall be checked for safety before each job.
- C. The Contractor shall assume responsibility and accountability of the facility provided for his/her use and shall take any necessary precautions to prevent herbicide spills, fire hazards, odors and vermin. The Contractor shall be held responsible for the cost of any repairs caused by negligence or abuse on his part or on the part of his employees.



## Sultan Cemetery Maintenance RFP

### **8. LIABILITY DAMAGE**

- A. The Contractor shall take all necessary precautions to prevent damage to turf, trees, headstones, markers, monuments, flower vases and other cemetery structures during execution of this contract. The Contractor shall immediately report any and all damage to the Public Works Director or designee. As directed by the Public Works Director, the Contractor shall repair or replace in a timely manner any damaged or destroyed item, at the Contractor's expense.
- B. The Contractor shall be charged current replacement costs for headstones or other property damaged as a result of actions by Contractor personnel.

### **9. SUPERVISION AND TRAINING**

- A. The Contractor shall be responsible for maintaining satisfactory standards of personnel conduct and work performance and shall administer disciplinary action as required. The Contractor shall remove employees for cause, to include, but not limited to, misconduct in performance of duty under these specifications and/or conduct contrary to the best interests of the City of Sultan.
- B. The Contractor shall also be responsible for training and safety precautions for contractor employees performing work under these specifications. OSHA standards shall be observed by the Contractor in all work performed. Appropriate safety equipment shall be furnished by the Contractor to contractor personnel and shall be used as prescribed by OSHA standards, including hard hats, safety shoes, safety glasses, and hearing protection devices.
- C. The Contractor shall provide on-site employee supervision. This supervisor shall be knowledgeable and be able to communicate and discuss the requirements of this contract with the Public Works Director.

### **10. SITE VISITATION**

By signing the Pricing Quotation Form, EXHIBIT "A", the Contractor agrees that he/she is familiar with the local conditions affecting the performance of the work, the cost of the work at the place where the work is to be done, to provide and furnish any and all labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform the work. To schedule a site visit, contact: Connie Dunn, Field Supervisor or Mick Matheson, Public Works Director at 360-793-2231.

### **11. PREVAILING WAGE**

Any Contract resulting from the Request is subject to the requirements of Chapter 39.12 of the Revised Code of Washington (RCW) and as it may be amended, relating to prevailing wages and as set forth in Sample Contract, EXHIBIT "D". Current prevailing wage rates for Snohomish



## Sultan Cemetery Maintenance RFP

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## Sultan Cemetery Maintenance RFP

County, Washington can be obtained from the Washington State Department of Labor and Industries at 1-866-219-7321 or at [www.lni.wa.gov](http://www.lni.wa.gov).

Before any payment shall be made, the selected Contractor and each subcontractor, shall submit a "Statement of Intent to Pay Prevailing Wages" and "Certified Payroll" to the City. The Contractor is responsible for payment of all fees and shall make all applications and payments directly to the State Department of Labor and Industries.

### **12. BUSINESS REGISTRATION AND PERMITS**

The Contractor awarded the Contract will be required to obtain a City of Sultan Business License and necessary City permits for this work.

### **13. QUESTIONS/CLARIFICATIONS**

The City reserves the right to request any respondent to clarify or correct its proposal or to supply any additional material deemed necessary to assist in determining a responsive proposal. All modifications and or corrections must be made in writing and executed and submitted in the same format and manner as the original proposal. Modification of a proposal already received will be considered only if the request is received prior to the submittal deadline. The City reserves the right to change the scope of work, duration of term or issue addendums at any time. The City also reserves the right to cancel, change or re-issue this request at any time.

### **14. ADDITIONAL REGULATIONS**

The Contractor shall comply with all Federal, State, City, and County laws, ordinances and regulations including, but not limited to OSHA standards, applicable to the work being performed.



Sultan Cemetery  
Maintenance RFP

**SCOPE OF WORK**

**TURF MAINTENANCE:**

**1. STANDARDS**

- A. The conduct of grounds maintenance activities does not detract from the overall function of the cemetery.
- B. All areas where grounds maintenance activities have been conducted are neat, clean and free of debris and equipment at the end of the workday.
- C. Necessary personal protective equipment and safety measures shall be adhered to at all times during grounds maintenance operations.
- D. Turf in visually prominent areas is maintained within one inch above the range of that which is professionally recommended for that type of turf and region.
- E. Turf surrounding a headstone or marker is trimmed to its recommended height.
- F. There shall be no signs of “grass burns” caused by mowers. There shall be no signs of turf being “scalped” by string trimmers.

**MOWING, TRIMMING & EDGING**

**2. SCOPE**

The Contractor shall be responsible for mowing, edging and trimming all grass within the cemetery.

**3. EQUIPMENT**

- A. Riding mowers may be used provided that they are not operated within two (2) inches of headstones, markers, monuments, tree trunks or other vertical surfaces.
- B. Commercial power trimmers and power edgers shall be used to trim grass from around headstones, monuments, markers, etc. (see TRIMMING below).
- C. Cutting blades on mowing and trimming equipment must be sharpened so that grass tips are properly cut- - not torn or damaged. Cutting heights of all mowing equipment shall be set according to heights specified below. The height of grass is what is measured to get correct cutting height.



## Sultan Cemetery Maintenance RFP

### 4. PROCEDURE

- A. Turf shall be cut to maintain heights between 2 ½" and 3.0".
- B. Mowing will normally be inspected by the Public Works Director or designee.
- C. CURB EDGING: All streets, curbs, walkways, tree wells and shrub beds shall be edged inside and outside cemetery grounds. Damage to asphalt/concrete shall be avoided. Debris from edging shall be removed from the site on the same day.
- D. TRIMMING: All un-mowed grass around headstones, monuments, markers, and other vertical surfaces and structures shall be trimmed.
- E Walkways and roads shall be cleaned up of grass clippings and leaves after mowing, weed-eating, edging, and trimming.

### AERIFICATION/DE-THATCHING

The Public Works Director may request aerification and/or de-thatching.

- 1. AERIFICATION: To prevent the germination of weeds, aerification should not be performed during the spring. A minimum of a 3" core plug extracted at not less than 6" square spacing. No damage to surrounding vegetation or structures to include but not limited to sprinkler heads, vases, valve boxes, control markers, etc.
- 2. DE-THATCHING: No more than 1/2" thatch layer shall exist at anytime throughout the growing season. Use a vertical mower or power rake. Thatch material is removed immediately. Per thatching performed, no damage to surrounding vegetation or structures to including but not limited to: sprinkler heads, vases, valve boxes, control markers, etc.

### FERTILIZATION AND WEED CONTROL

The Public Works Director may request fertilization and weed control.

#### 1. SCOPE:

Contractor shall be responsible for maintaining the turf area of the cemetery and the immediate area surroundings of the cemetery in a healthy, visually pleasing condition with proper application of fertilizers and herbicides (to control weeds, diseases and insect pests).

#### FERTILIZER APPLICATION:

Contractor shall have soil tested before applying fertilizer. A copy of the soil test results shall be provided to the PUBLIC WORKS DIRECTOR for approval prior to the fertilizer purchase. The Contractor shall provide and apply fertilizer according to the soil test. Documentation of



## Sultan Cemetery Maintenance RFP

compliance with the soil test application rate shall be provided to the PUBLIC WORKS DIRECTOR within 5 working days of fertilizer application. Examples of suitable documentation include: the fertilizer purchase order; invoice; or delivery document.

### **WEED CONTROL**

- A. All turf weed growth shall be controlled by means of mowing, trimming, pesticide application or any other method approved by the PUBLIC WORKS DIRECTOR. Herbicide applications shall be made annually for the control of broadleaf and grassy weeds. The PUBLIC WORKS DIRECTOR may determine the exact number of applications to achieve the desired control. Additional spot applications may be required at no extra cost to the City of Sultan. The contractor shall provide the PUBLIC WORKS DIRECTOR for review and approval information on the type of herbicide and rate of application at least five (5) work days before the date of the actual application.
- B. Control weeds year round in all burial sections, landscape beds, tree wells, and around all buildings, walkways and roadways. Contractor shall dispose of all dead and dying weeds.
- C. Record of actual pesticides/herbicides applied (type, amount, application area, weather conditions) furnished to PUBLIC WORKS DIRECTOR within 5 days after application.
- D. Appropriate signs posted informing public of the time and date of the chemical application
- E. The weed control program may include pre-emergent applications to control summer and winter annual/perennial broad leaf weeds and grasses. The program may include application of post-emergents as needed and as determined by the PUBLIC WORKS DIRECTOR.
- F. Unless otherwise indicated, all disease/ insect/vertebrate pest control applications shall be performed by separate agreement. However, the Contractor shall immediately notify the PUBLIC WORKS DIRECTOR of any outbreak of disease, and/or pests that may result in non-compliance with the National Shrine Standards for disease and pest free turf, trees and shrubs.

### **TREE, SHRUB, PLANTING BED MAINTENANCE**

#### **1. STANDARD:**

- A. Trees and shrubs shall be maintained in a healthy, vigorous condition free of pests and disease.
- B. Trees and shrubs shall be trimmed and maintained at a proper size and shape for its particular size and type according to industry standards.



## Sultan Cemetery Maintenance RFP

- C. Trees shall be maintained in a condition free of broken limbs or branches.
- D. Ornamental trees and shrubs shall be maintained so that they enhance and do not detract from the appearance of public areas.
- E. Ornamental trees and shrubs shall be pruned in a manner that ensures they do not pose a hazard to staff and visitors.
- F. Cemetery planting beds are well maintained and attractive.
- G. High maintenance areas, in which turf is not a part of the cemetery design, shall be maintained in a manner that is appropriate for the medium in place.
- H. Damaged trees and shrubs that pose a safety hazard to staff and visitors shall have corrective action taken within one day of hazard identification.
- I. Branches that could pose a safety hazard in visually prominent areas are removed immediately.

### 2. SCOPE

Work consists of, but is not limited to, maintaining shrubs and trees in a healthy and attractive condition by proper pruning, removal of dead branches, cultivation and mulching techniques. Within two (2) working days, notify the Public Works Director of any serious pest infestation in trees and planting beds. Pruning should focus on maintaining tree structure, form, health and appearance.

Personnel shall be properly trained in the operations they are to perform. If pesticide sprays are used, the person in direct charge shall be licensed by the State. All tree and shrub pruning and hedge trimming shall comply with ANSI A300 (Part 1) – 200 Pruning and companion publication “Best Management Practices” (2002 ISA)

### 3. EQUIPMENT

- A. All necessary equipment for this maintenance performance shall be furnished by the Contractor unless specifically stated otherwise.
- B. All cutting tools shall be kept sharp and properly functioning.
- C. When directed by the Public Works Director, materials for spraying and fertilizing shall be supplied by the Contractor and proper records kept in accordance with state regulations.



## Sultan Cemetery Maintenance RFP

### 4. PROCEDURE: PRUNING/TRIMMING

- A. Pruning and trimming shall be limited to within 15 feet from the ground. Pruning and trimming above that height shall be by separate agreement.
- B. Trees shall be kept free of suckers and broken branches.
- D. All pruning cuts shall be made according to ANSI A300 Standards.
- E. Care and Maintenance of Shrubs/Hedges. Conforming to the current pattern of growth, at the direction of the PUBLIC WORKS DIRECTOR, shrubs/hedges shall be trimmed monthly during summer months/growing season. Shrub trimmings should be removed. Shrub area shall be kept free of shrub trimmings and any other debris.
- F. Trees/branches that are a safety hazard to staff and visitors shall be identified by the contractor with corrective action taken by the contractor if the hazard is within fifteen (15) feet from the ground. If the hazard is outside of this range and not within the contractor's scope for corrective action, the contractor shall contact the Public Works Director without delay so that corrective action can be taken

### 5. PLANTING

- A. Plant material is City of Sultan provided. Any donated plant material offered for installation shall be approved by the PUBLIC WORKS DIRECTOR prior to acceptance of the donation. Plant material shall be installed by the Contractor or as determined by the Public Works Director
- B. All new trees shall be staked. Any tree showing adverse affect from high winds shall also be staked.
- C. Trees, which have been damaged in any way, shall be reported to the Public Works Director\_without delay. All plant material damaged by the Contractor shall be replaced at the Contractor's expense.

### 6. MULCH RINGS

At the direction of the Public Works Director, mulch rings shall be constructed around any newly planted trees, and/or young trees exposed to damage by mowers, trimmers or any other type of mechanical damage. The ring shall have a radius of no less than 2 feet from the tree trunk base or crown. The ring shall be filled and maintained with no less than 2 inches of mulch. Mulch material is contractor provided. Mulch material must be aesthetically please, free of any weeds or pests, and be Public Works Director\_approved before installation. The mulch rings shall be kept free of weeds.



Sultan Cemetery  
Maintenance RFP

**TRASH AND DEBRIS MANAGEMENT**

**1. STANDARD:**

- A. Turf is free of debris, i.e., leaves, fallen branches and trash.
- B. Turfs in visually prominent areas are free of trash.
- C. Debris, equipment, tools and supplies shall be removed at the conclusion of each task or at the end of each workday.
- D. All roads, walkways, shelters and burial sections are free of grounds maintenance debris by the end of the workday.
- E. All trash collection points are screened from the public view

**2. SCOPE**

The contractor shall maintain all the cemetery grounds and turf free of trash and debris. Work consists of collecting and removing all trash, debris, fallen leaves and branches from the cemetery grounds and the immediate area outside the cemetery wall. Random inspections may be conducted by the Public Works Director or designee.

**3. PROCEDURE**

- A. Leaves/needles and twigs shall be hand raked, vacuumed or blown by walk-behind push type machines from interment areas into the roadways, and then collected and properly disposed of from cemetery grounds including the right of way outside cemetery walls.
- B. The Contractor shall inspect all areas of the cemetery during this period and ensure that there is no accumulation of debris in any area.
- D. The Contractor shall provide the necessary labor and suitable conveyance each workday for pickup of this debris from cemetery grounds. All dumpster and pickup services and trash removal services shall be provided by Contractor at the Contractor's expense.
- E. Removal of debris and disposal away from the cemetery grounds shall be the responsibility of the Contractor.
- F. All walkways, roads, and parking areas shall be swept each service visit.
- G. Storm Clean-Up (wind, rain, hail, snow, ice, etc): Cemetery should be checked and cleaned up next working day following the storm unless the extent of the storm prompts civil defense authorities to declare emergency movement only. Should this occur, clean-up should be done as soon as emergency restrictions are lifted.
- H. Cemetery area includes all of the cemetery property, including the areas adjacent to the road.
- I. The Contractor shall collect and dispose of all grave decorations, and, clean and re-stock all flower cones.



Sultan Cemetery  
Maintenance RFP

**SUPPLIES OR SERVICES AND PRICE/COSTS**

PRICE SCHEDULE: The contractor shall provide all labor, materials, equipment, tools, and supplies to complete grounds maintenance services to maintain the Sultan Cemetery.

The Contract price shall constitute full compensation for furnishing all labor, materials, tools and equipment for performing all work and operations required as specified herein and shall be considered full compensation and shall include all minor items required for a complete job but not specifically mentioned in the scope of services and items mentioned in the scope of services but not having a specific pay item. The Contract pricing shall include all overhead costs, transportation, insurance, profit, permitting, L & I filing fees, taxes and any other costs related to the work.

All work shall be performed in accordance the Description/Specifications/Statement of Work, contained in this contract. The contract performance period is from June 1, 2012, with four (4) one year options, if exercised.



Exhibit A - Pricing Quote Form  
Sultan Cemetery Maintenance RFP

BASE PERIOD (June 1, 2012 – May 31, 2013)

ITEM	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
<b>Turf Maintenance</b>				
	2x	Week	\$ _____	\$ _____
	1x	Week	\$ _____	\$ _____
Mowing	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
	2x	Month	\$ _____	\$ _____
Trimming Upright Headstones	1x	Month	\$ _____	\$ _____
	2x	Month	\$ _____	\$ _____
Edging Flat Markers	1x	Month	\$ _____	\$ _____
	2x	Month	\$ _____	\$ _____
Edging Curbs/Sidewalks	1x	Month	\$ _____	\$ _____
Weed Control	2x	Year	\$ _____	\$ _____
<b>Tree, Shrub, Planting Bed Maintenance</b>				
	1x	Month	\$ _____	\$ _____
Pruning/Trimming	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
<b>Trash/Debris Management</b>				
	1x	Month	\$ _____	\$ _____
Leaf/Tree Branch and Debris Collection	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Trash and Debris Removal	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
<b>Facility Maintenance</b>				
Sweeping/cleaning roadways, trash/debris collection/removal, inspection, clean Columbarium	1x	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
<b>Total Cost for Base Period:</b>				\$ _____ \$ _____



Exhibit A - Pricing Quote Form  
Sultan Cemetery Maintenance RFP

**OPTION YEAR 2 (June 1, 2013-May 31, 2013)**

ITEM	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
<b>Turf Maintenance</b>				
	2x	Week	\$ _____	\$ _____
	1x	Week	\$ _____	\$ _____
Mowing	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
	2x	Month	\$ _____	\$ _____
Trimming Upright Headstones	1x	Month	\$ _____	\$ _____
	2x	Month	\$ _____	\$ _____
Edging Flat Markers	1x	Month	\$ _____	\$ _____
	2x	Month	\$ _____	\$ _____
Edging Curbs/Sidewalks	1x	Month	\$ _____	\$ _____
Weed Control	2x	Year	\$ _____	\$ _____
<b>Tree, Shrub, Planting Bed Maintenance</b>				
	1x	Month	\$ _____	\$ _____
Pruning/Trimming	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
<b>Trash/Debris Management</b>				
	1x	Month	\$ _____	\$ _____
Leaf/Tree Branch and Debris Collection	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Trash and Debris Removal	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
<b>Facility Maintenance</b>				
Sweeping/cleaning roadways, trash/debris collection/removal,	1x	Month	\$ _____	\$ _____
inspection, clean Columbarium	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
Total Cost Year 2:				\$ _____
				\$ _____

**OPTION YEAR 3 (June 1, 2014-May 31, 2015)**

ITEM	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
<b>Turf Maintenance</b>				
Mowing	2x	Week	\$ _____	\$ _____
	1x	Week	\$ _____	\$ _____
	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Trimming Upright Headstones	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Edging Flat Markers	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Edging Curbs/Sidewalks	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Weed Control	2x	Year	\$ _____	\$ _____
<b>Tree, Shrub, Planting Bed Maintenance</b>				
Pruning/Trimming	1x	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
<b>Trash/Debris Management</b>				
Leaf/Tree Branch and Debris Collection	1x	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
Trash and Debris Removal	1x	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
<b>Facility Maintenance</b>				
Sweeping/cleaning roadways, trash/debris collection/removal, inspection, clean Columbarium	1x	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
Total Cost Year 3:			\$ _____	\$ _____

**OPTION YEAR 4 (June 1, 2015 – May 31, 2016)**

ITEM	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
<b>Turf Maintenance</b>				
Mowing	2x	Week	\$ _____	\$ _____
	1x	Week	\$ _____	\$ _____
	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Trimming Upright Headstones	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Edging Flat Markers	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Edging Curbs/Sidewalks	2x	Month	\$ _____	\$ _____
	1x	Month	\$ _____	\$ _____
Weed Control	2x	Year	\$ _____	\$ _____
<b>Tree, Shrub, Planting Bed Maintenance</b>				
Pruning/Trimming	1x	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
<b>Trash/Debris Management</b>				
Leaf/Tree Branch and Debris Collection	1x	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
Trash and Debris Removal	1x	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
<b>Facility Maintenance</b>				
Sweeping/cleaning roadways, trash/debris collection/removal, inspection, clean Columbarium	1x	Month	\$ _____	\$ _____
	6x	Year	\$ _____	\$ _____
	3x	Year	\$ _____	\$ _____
Total Cost for Year 4:				\$ _____ \$ _____

**Exhibit B**

**REFERENCES**

**INSTRUCTIONS:** Proposers must identify previous federal, state, local and private contracts that they have completed and that are similar to the contract being evaluated. (List at least three (3) no more than five (5) contracts for evaluation)  
(One contract reference per form, Form may be duplicated)

NOTE: If you have performed any Cemetery Maintenance contracts list them first.

Contract Number: \_\_\_\_\_

Contractor (Name, Address, Zip Code & Telephone# & email address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type of Contract: \_\_\_\_\_

Contract Dollar Value: \_\_\_\_\_

Date of Award: \_\_\_\_\_

(If not completed, provide status):

Type/Extent of Subcontracting:

Complexity of Product/Service:

Percentage of Work completed by your company:

Description of supply/Service(s) provided, location & relevancy of work:

Address, Telephone Number& E-mail of the Contract Person & their position:

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Name \_\_\_\_\_ of

Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Point \_\_\_\_\_ of

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

(End of Section)



**EXHIBIT "D"**  
**SAMPLE CITY OF SULTAN**  
**NON-EXCLUSIVE ON-CALL PUBLIC WORKS CONTRACT**

THIS PUBLIC WORKS CONTRACT ("Contract") dated [insert date contract drafted] is effective on the date the Contract is fully executed by the Parties. The Parties to this Contract are the CITY OF SULTAN, a Washington municipal corporation ("City") and [insert full legal name of Contractor], a [insert type of entity, i.e., Washington Corporation, limited liability corporation, sole proprietorship, etc.] ("Contractor").

- A. The City desires to retain an independent contractor to furnish all labor and materials necessary to [briefly describe the work being contracted] to be performed at [insert address or other description of where the work will be performed], Sultan, Washington; and
- B. The Contractor has the requisite skill and experience to perform such work.

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

**1. SERVICES BY CONTRACTOR**

- 1.1 Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for completion of various on-call projects as described in the Scope of Work attached hereto and incorporated by this reference as Exhibit "A" ("Work"). The Work shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the [insert project manager title], or his or her designee. No Work shall be performed before the effective date of this Contract.
- 1.2 Performance Standard. Contractor shall perform the Work in a manner consistent with accepted practices for other properly licensed contractors.
- 1.3 Compliance with Laws. Contractor shall perform the Work in accordance with all applicable federal, state and City laws, including but not limited to all City ordinances, resolutions, standards or policies as now existing or hereafter adopted or amended and obtain all necessary permits and pay all permit, inspection or other fees at its sole cost and expense.

**2. TERM**

This Contract shall commence on the effective date of this Contract and continue until [insert termination date] or as otherwise agreed to in writing by the parties ("Term").

**3. WARRANTY**

- 3.1 Requisite Skill. The Contractor warrants that it has the requisite skill to complete the Work and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Sultan by obtaining a City of Sultan business registration.

Contractor represents that it has visited the site and is familiar with all of the plans and specifications in connection with the completion of the Work.

- 3.2 Defective Work. The Contractor shall, at its sole cost and expense, correct all Work which the City deems to have defects in workmanship and material discovered within one (1) year after the City's final acceptance of the Work.

#### 4. COMPENSATION

- 4.1 Total Compensation. Except as provided for in Section 1.2.2, the City agrees to pay the Contractor for each awarded project in accordance with the unit and/or hourly rates set forth in the [insert name of pricing quote sheet submitted by contractor] by the Contractor and attached and incorporated by reference as Exhibit "B", plus applicable local and Washington State sales tax that the Contractor is required by law to collect from the City for the Work. In any event, the total compensation paid to Contractor shall not exceed [insert maximum value of contract in words based upon budget or other considerations] Dollars (\$[insert \$ amount in figures]).
- 4.2 Contractor Responsible for Taxes. Except as otherwise provided in Section 4.1 hereof, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.
- 4.3 Nonpayment. The City shall have the right to withhold payment to the Contractor for any of the Work not completed in a workmanlike manner, in the City's sole discretion, which shall be withheld until such time as Contractor modifies or repairs the Work so the Work is acceptable to the City.
- 4.4 Method of Payment. Payment by the City for the Work will only be made for each awarded project after the project has been completed to the City's satisfaction, a voucher or invoice is submitted in a form satisfactory to the City and such invoice is approved by the appropriate City representative. Payment shall be made within thirty (30) days of receipt of such invoice or voucher unless any applicable law or Contract provision requires the City to retain a portion of the compensation for a longer period. the Contractor's acceptance of payment for a project shall constitute full compensation for the performance of its Work performed on that project. Invoices shall be submitted to:

Julie Addington  
City of Sultan  
PO Box 1199  
Sultan WA 98294

Duplicate invoices shall be furnished to:

Mick Matheson  
City of Sultan  
PO Box 1199  
Sultan WA 98294

**5. EQUAL OPPORTUNITY EMPLOYER**

In all Contractor services, programs or activities and all Contractor hiring and employment made possible by or resulting from this Contract, there shall be no discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, sexual orientation, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Contract by the City and in the case of the contractor's breach, may result in ineligibility for further City agreements.

**6. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST**

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and the City shall be neither liable nor obligated to pay the Contractor sick leave, vacation pay or any other benefit of employment, nor to pay an social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Contract to an employment contract, It is recognized that the Contractor may perform work during the Term of this contract for other third parties; provided, however, that such performance of other work shall not conflict with or interfere with the Contractor's ability to perform the Work. Contractor agrees to resolve any such conflicts of interest in favor of the City.

**7. TERMINATION**

Prior to the expiration of the Term, this Contract may be terminated immediately, with or without cause by the City. The Contractor may cancel this Contract only upon thirty (30) days prior written notice to the City.

**8. INDEMNIFICATION**

8.1 Contractor Indemnification. The Contractor agrees to indemnify and hold the City, its elected officials, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees or representatives, arising out of, resulting from or connected with this Contract to the extent caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, members or by the Contractor's breach of this Contract.

Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

- 8.2 Survival. The provisions of this Section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

## 9. INSURANCE

The Contractor agrees to carry as a minimum, the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees or subcontractors with a carriers having a current A.M. Best rating of not less than A:VII.

- 9.1 Workers' Compensation and Employer's Liability Insurance in amounts sufficient pursuant to the laws of the State of Washington.
- 9.2 Commercial general liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Additional Insured endorsement CG 20 10 10 01 and Additional Insured Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage with limits of no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- 9.3 Automobile liability insurance covering all owned, non-owned, hired and lease vehicles. Coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage with combined single limits for bodily injury and property damage of not less than \$1,000,000 per accident.
- 9.5 The City shall be named as additional insured on all such insurance policies, with the exception of workers' compensation coverage's. Contractor shall provide certificates of insurance, concurrent with the execution of this Contract, evidencing such coverage and at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. All insurance policies shall contain a clause of endorsement providing they may not be terminated or materially amended during the term of this Contract, except after thirty (30) days prior written notice to the City. Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for

subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor. Contractor's failure to maintain such insurance policies shall be grounds for the City's immediate termination of this Contract.

The provisions of this Section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

## 10. SAFETY

Contractor shall take all necessary precautions for the safety of its employees on the work site and shall comply with all applicable provisions of federal, state and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC) and General Occupational Health Standards (Chapter 296-62 WAC). Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals and other safeguards at all unsafe places at or near the Work for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from damage all water, sewer, gas, steam or other pipes or conduits and all hydrants and all other property that is likely to become displaced or damaged by the execution of the Work. The Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

## 11. PREVAILING WAGES

12.1 Wages of Employees. This Contract is subject to the minimum wage requirements of Chapter 39.12 of the Revised Code of Washington, as now existing or hereafter amended or supplemented. In the payment of hourly wages and fringe benefits to be paid to any of Contractor's laborers, work persons and/or mechanics, Contractor shall not pay less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed, as determined by the Industrial Statistician of the Department of Labor and Industries of the State of Washington, which "prevailing rates of wage" are attached hereto as Exhibit "F" and incorporated herein by this reference. Prevailing wages paid pursuant to this Agreement shall be the prevailing wage rates which are in effect on the date when the bids, proposals or quotes were required to be submitted to the City.

12.2 Exemptions to Prevailing Wage. The prevailing wage requirements of Chapter 39.12 RCW, and as required in this Contract do not apply to:

- (1) Sole owners and their spouses;
- (2) Any partner who owns at least 30% of a partnership;
- (3) The President, Vice President and treasurer of a corporation if each one owns at least 30% of the corporation.

- 12.3 Reporting Requirements. Contractor shall comply with all reporting requirements of the Department of Labor and Industries of the State of Washington. Upon the execution of this Contract, Contractor shall complete and file a Statement of Intent to Pay Prevailing Wages with The Department of Labor and Industries. Upon completion of the Work, Contractor shall complete and file an Affidavit of Wages Paid with the Department of Labor and Industries. Contractor shall deliver copies of both the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid, certified by the Department of Labor and Industries, to the City.
- 12.4 Disputes. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be resolved by the City and the Contractor, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington and the decision therein shall be final and conclusive and binding on all parties involved in the dispute.

### **13. FAILURE TO PAY SUBCONTRACTORS**

In the event the Contractor shall fail to pay any subcontractors or laborers, or fail to pay for any materials, the City may terminate this Contract and/or the City may withhold from the money which may be due the Contractor an amount necessary for the payment of such subcontractors, laborers or materials.

### **14. SUBCONTRACTOR RESPONSIBILITY**

Contractor shall verify responsibility criteria for each first tier subcontractor and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in Sections 1 and 19 (1)-(c) of the Instructions to Bidders and possesses an electrical contractor license, if required by Chapter 19.28 RCW or an elevator contractor license, if required by Chapter 70.87 RCW. This verification requirement must be included in every public works subcontract or every tier.

### **15. OWNERSHIP OF DOCUMENTS**

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the work shall become the property of the City and shall be delivered to the City at its request.

### **16. CONFIDENTIALITY**

If it is necessary to provide proprietary information, the Contractor shall clearly mark the information on each page of the document(s) as "Proprietary and Confidential". The City is subject to laws regarding the disclosure of public records and document. Proposals and other materials, submitted by the Contractor become public record and may be subject to public disclosure, in whole or in part and may be released by the City in the event of a request for disclosure. In the event the City receives a public record request

for information and the Contractor has marked the requested document as "Proprietary and confidential", the City shall notify the contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information; provided that the contractor shall be solely responsible for all attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorneys fees or penalty assessments under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

## **17. BOOKS AND RECORDS**

The Contractor agrees to maintain books, records and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit by the City, its authorized representative, the State Auditor or other governmental officials authorized by law to monitor this Contract.

## **18. CLEAN UP**

At any time ordered by the City and immediately after completion of Work, the Contractor, shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the Contractor fails to perform the necessary clean up, the City may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

## **19. GENERAL PROVISIONS**

- 19.1 Entire Contract. The Contract documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.
- 19.2 Modification. No provision of this Contract may be amended or added to except by written agreement and signed by the Parties or their respective agents or successors in interest.
- 19.3 Full Force and Effect. Any provision of this Contract which is declared invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- 19.4 Assignment. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract.

- 19.5 Successors In Interest. Subject to the preceding Subsection, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns.
- 19.6 Attorney Fees. In the event the City or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or City places the enforcement of the Contract, or any part thereof, or the collection of any monies due or to become due hereunder, or recovery of possession of any belongings, in the hands of an attorney or file suit upon the same, each Party shall pay all its own attorney's fees, costs and expenses. The venue for any dispute related to this Contract shall be Snohomish County, Washington.
- 19.7 No Waiver. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.
- 19.8 Governing Law. This Contract shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 19.9 Authority. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Contract on behalf of the Contractor or City.
- 19.10 Notices. Any notices required to be given by the City to Contractor or by the Contractor to the City shall be delivered to the Parties at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth herein. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.
- 19.11 Captions. The respective captions of the Sections of this Contract are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Contract.
- 19.12 Performance. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.
- 19.13 Conflicting Provisions. In the event of a conflict between the terms and provisions of any of the Contract documents, the City Administrator or his or her designee shall issue an interpretation of the controlling document, which interpretation shall be final and binding.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year above written.

**CITY OF SULTAN**

**CONTRACTOR**

By: \_\_\_\_\_  
Department Head

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Taxpayer ID #: \_\_\_\_\_

**CITY CONTACT**

**CONTRACTOR CONTACT**

\_\_\_\_\_  
City of Sultan  
319 Main St; PO Box 1199  
Sultan, WA 98294  
Phone: 360.793.2231  
Fax: 360.793.3344

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**ATTEST/AUTHENTICATED**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Office of the City Attorney

### 103 Cemetery Fund Budget

Account	Description	2009 Actual	2010 Actual	2011 Actual	2012 Adopted
103-000-308-10-000	Beginning Fund Balance	35,643	34,184	29,746	0
103-000-343-60-000	Cemetery Fees	25,865	25,616	16,080	25,000
103-000-361-11-000	Investment Interest	1,666	416	31	100
103-000-367-11-000	Contributions	0	0	2,913	0
	Total Resources	63,175	60,217	48,770	25,100
103-103-536-10-100	Salaries and Wages	16,066	16,252	25,351	10,740
103-103-536-10-200	Benefits	6,040	6,456	9,233	5,167
103-103-536-10-220	Uniforms	28	0	138	100
103-103-536-10-310	Operating Supplies	528	4	307	100
103-103-536-10-320	Office Supplies	40	0	11	0
103-103-536-10-340	Items for Resale	371	2,384	732	500
103-103-536-10-350	Small Tools/Minor Equipment	92	639	40	0
103-103-536-10-360	Vehicle Operation/Maintenance	333	426	506	150
103-103-536-10-370	Vehicle Repair	0	0	0	0
103-103-536-10-410	Professional Services	0	0	400	5,000
103-103-536-10-420	Communication	0	0	0	100
103-103-536-10-460	Insurance	4,582	4,310	4,287	3,000
103-103-536-10-480	Repair and Maintenance	369	0	0	100
103-103-536-10-640	Capital Outlay - Equipment	540	0	856	0
103-103-597-55-000	Operating Transfers Out	0	0	0	0
	Total Expenses	28,990	30,471	41,860	24,957
103-900-508-00-000	Ending Fund Balance	34,184	29,746	6,910	143

